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The Solicitors' Journal and Reporter.

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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

On Monday next Mr. Justice A. L. Smith will commence the hearing of Mr. Justice Romer's list of witness actions, and will, it is presumed, continue that work until other duties call him elsewhere or Mr. Justice Romer is able to return to duty. The sittings will take place in Mr. Justice Romer's court.

We comment elsewhere on the new County Court Rules, with an advance copy of which we have been favoured too late to print this week. The rules and schedules extend over sixty-eight pages, but we hope to give them next week.

It is to be noted that the Public Trustee Bill is not one of the measures mentioned in the Queen's Speech, but it may be anticipated that, if no expression of opinion takes place, it will be reintroduced, and we may, once for all, say that the question whether it will be reintroduced or proceeded with in all probability depends on the action taken by the profession. We may further point out that it is easier to prevent a measure from being introduced in a particular session than to stop its career when once it has been brought in. We hope, therefore, to hear that a conference of representative members of the various local law societies will be summoned at an early date to decide upon, and state in clear language, the line of action the profession intend to adopt in case the measure should be brought forward.

The following are the names and dates of call to the bar of the new Queen's Counsel:—Mr. David Lindo Alexander (Chancery Bar), 1866; Mr. Edward Ridley (Official Referee), 1868; Mr. Archie Kirkman Loyd (Midland Circuit), 1868; Mr. Henry Gordon Shee (Northern Circuit), 1870; Mr. Albert Childers Meysey Thompson (North-Eastern Circuit), 1872; Mr. Alfred Hopkinson (Chancery Bar), 1873; Mr. Erskine Pollock (South-Eastern Circuit), 1873; Mr. Henry Fielding Dickens (South-Eastern Circuit), 1873; the Hon. Bernard Coleridge, M.P. (Western Circuit), 1877; Mr. Lionel Edward Pyke (Western Circuit), 1877; and Mr. William Snowdon Robson (North-Eastern Circuit), 1880.

The Council of the Incorporated Law Society have issued an admirable tractate on the growth of officialism in recent years,

It is aimed mainly at the recent and contemplated extensions of officialism in connection with the Companies (Winding-up) Act, 1890, but it deals with the Bankruptcy Act, 1883, the Land Registry, the Middlesex Registry, and last, and not least important, with the question of a Public Trustee. On this matter we are glad to see that the council speak unequivocally. They point out (as has often been done in these columns) that the result of the passing of the measure, even as a voluntary one, would be to set up an expensive official department which would seek to justify its existence by extensions of its jurisdiction; that unless the State becomes answerable for all the errors or mistakes of the department the security apparently offered to beneficiaries would be delusive; that the diminution of fixed trust income, arising from the investments selected by the department and the commission it would extort, would fall heavily on many beneficiaries; that the difficulty of finding private trustees is exaggerated and the number of cases of misappropriation very small; that an official department cannot act with promptitude and certainty, and, having no knowledge of the affairs of the trust, would require strict evidence on every matter. We anticipate that if the Bill is reintroduced the admirable words of the council will be followed by vigorous action in accordance with them. The only fault we have to find with this excellent report is that it appears at least a year too late. If it had been adopted earlier, the council might not so readily have acquiesced in the cunning scheme for exploiting the Middlesex Registry as a means of livelihood for the Land Registry.

We print elsewhere a set of Rules of the Supreme Court which have been issued, relating to new trials. The effect of the first, which replaces R. S. C., ord. 36, r. 39, is to abolish altogether motions for judgment. Under the original rule the judge might, at or after the trial, direct judgment to be entered for either party, or adjourn the case for further consideration, or leave the parties to move for judgment; and such motion might be made before a divisional court. In this last respect the practice was altered by the Judicature Act, 1890, which, by section 2, directed that every motion for judgment, in cases where there had been a trial with a jury, should be heard by the judge before whom the trial took place. A further step in the same direction has now been taken, and henceforth it will be the duty of the judge, either at or after the trial, to direct judgment to be entered as he shall deem right, and in no case will a motion for judgment be necessary. In the same way, too, every referee, to whom a cause or matter is referred for trial, is to direct how judgment shall be entered, and a rule to this effect, and directing the master or registrar to enter judgment accordingly, replaces ord. 40, r. 2, which now becomes obsolete. An addition to ord. 39, r. 1, expressly confers upon the Court of Appeal, on the hearing of motions for a new trial, all such powers as are exercisable by it upon the hearing of an appeal; and rule 4 of the same order is altered so as to make the notice of motion a fourteen days', instead of an eight days', notice. The two remaining alterations merely annul provisions which have been rendered obsolete by the transfer of new trial motions to the Court of Appeal.

Lord Herschell has been sitting this week as president of one branch of the Court of Appeal; advantage being thus taken for the first time of section 1 of the Supreme Court of Judicature Act, 1891, which received the Royal Assent on the 5th of August last. The section provides that "every person *who has held the office of Lord Chancellor* shall be an *ex-officio* judge of the Court of Appeal, but he shall not be required to sit and act as a judge of that court, unless upon the request of the Lord Chancellor he consents so to do, and while so sitting and acting he shall rank therein according to his precedence as a peer." The terms of the section might well have been widened so as to include all other persons qualified to sit as judges in House of Lords appeals. The utility of such a provision would have been fully apparent at the present time. A Lord Justice might have been set free to sit in the place of Mr. Justice Romer, whose absence practically brings the trial of witness causes in the Chancery Division to a standstill. Even with the judicial material now at hand, the temporary vacancy in Mr. Justice Romer's court might have been filled up without much inconvenience to the two appeal courts or unfairness to the litigants therein. It is well known that one of these courts could not be much "forrarder" than it is with appeals from the Chancery Division. According to the cause list, there are no Queen's Bench interlocutory appeals this week, and Queen's Bench final appeals are not so much in arrear that one or more judges cannot be spared to try Chancery witness causes. It would also seem that Lord Herschell might, if the Chancellor and he were so minded, sit in the place of Mr. Justice Romer. The Act of 1891 makes him a judge of the Court of Appeal, and, by section 51 of the Judicature Act, 1873, "upon the request of the Lord Chancellor, it shall be lawful for *any judge of the Court of Appeal*, who may consent so to do, to sit and act as a judge of the High Court or to perform any other official or ministerial acts for or on behalf of any judge absent from illness or any other cause . . . or as an additional judge of any division; and while so sitting and acting any such judge of the Court of Appeal shall have all the power and authority of a judge of the said High Court." However, it will be seen, from an announcement made above, that Mr. Justice Romer's place is to be supplied in a more usual manner.

Some important changes are introduced by the new rules issued under the Land Registry (Middlesex Deeds) Act, 1891, and the officials of the office seem to have made use of the Lord Chancellor's powers to undo much of the victory which Mr. Munton gained in his memorable conflict with the Middlesex Registry. It is not many years since that registry had a happy way of charging any sum that seemed appropriate to the occasion, but in *Munton* v. *Lord Truro* (35 W. R. 138, 17 Q. B. D. 783) the fees were definitely settled at 1s. for entry of the memorial, with an additional 6d. for every 100 words above 200; 1s. 6d. for administering the oath verifying the signing and sealing of the memorial; 1s. for indorsing a certificate of the oath on the memorial; and 1s. for indorsing a certificate of registration on the deed; or altogether a minimum charge of 4s. 6d. But this supposes that the oath is administered in the office. In *Queen* v. *Registrar of Deeds for County of Middlesex* (36 W. R. 775, 21 Q. B. D. 555) and *Munton* v. *Lord Truro* (34 Solicitors' Journal, 32), however, Mr. Munton further established that the oath might be administered outside the office. Hereupon, therefore, the fee due to the office was 2s. only. Now the whole matter has been arranged so as to recover for the office this most profitable perquisite, and in most cases without the necessity of doing anything to earn it. To understand this it must be pointed out that rule 5 renders it no longer necessary to seal a memorial, or to verify by oath the signing thereof, and the execution of the instrument to which it refers. An oath will in future only be required as to the signing of the certificate of satisfaction of a mortgage. But when we turn to the table of fees we find that the old minimum charge has been reintroduced with an additional 6d., an item which takes the place apparently of the extra charge formerly authorized where the number of words exceeded 200. Thus in future there is to be a uniform charge on the registration of a memorial, or the vacating an entry of a mortgage, of 5s., and this, the office is good enough to say, will include the administration of the oath when required. In cases, therefore, where the oath is abolished, the result is to give back as a gratuity to the office the 2s. 6d. won from it by Mr. Munton, and in cases where an oath is still necessary to make it impossible to employ a commissioner. The Land Registry has, indeed, seen its opportunity, and has not been slow to make the best of it.

The rules generally prescribe the form and contents of memorials, the keeping of the indexes, and the mode of making searches, both ordinary and official. By rule 4, when the original instrument contains a plan, a copy thereof, or of so much as is referred to in the memorial, is, when possible, to be drawn on the memorial. But if by reason of its size this cannot

be done, a tracing made on linen is to be left with the memorial, and filed in the office. As to the indexes, the Parliamentary Index is to be closed as from the commencement of the Lexicographical Index on the 1st of January, 1828, and the latter index is to be continued, subject, however, to such alterations in the mode of keeping it as the registrar shall from time to time think advisable. The special fee for using the index will be discontinued, and the fee for an ordinary search is now raised to two shillings per name. Ordinary searches are so called in the rules to distinguish them from official searches. A general provision for these was contained in clause 11 of the schedule to the recent Act, but the matter is now more carefully regulated. By rule 11 the requisition for an official search is to state the surname and Christian name of the person against whom it is to be made, the parish, the years over which it is to extend, and the day when the certificate of the result of the search is required. This must be not less than six clear days from the time when the requisition is left in the office. The fee will be 7s. 6d. for ten years or less, with an additional 2s. 6d. for every further period of five years. By rule 14 the official certificate protects the person obtaining it, and also trustees, executors, and other persons in a fiduciary position when it is obtained for them, from liability for loss arising from any error therein.

THE DECISION of the Court of Appeal in the case of *Moser* v. *Marsden* (reported on a subsequent page) is one of considerable importance to manufacturers, and it shews, as we venture to think, that a change ought to be made in the law affecting the matter with which it deals. The plaintiff was the owner of a patent, and he sued the defendant for an alleged infringement of it by a machine which the defendant was using, but of which he was not the manufacturer. The manufacturer (who had taken out a patent for his machine) applied to the court to add him as a defendant to the action, and the Vice-Chancellor of the Palatine Court of Lancaster granted the application. The Court of Appeal discharged the order, and we think that, under the existing law and practice, they could hardly have come to any other conclusion. It was attempted to justify the Vice-Chancellor's order under the rule of the Palatine Court which corresponds to rule 11 of order 16 of the R. S. C., 1883, and enables the court, "either upon or without the application of either party" to an action, to "order that the names of any parties, whether plaintiffs or defendants, who ought to have been joined, or whose presence before the court may be necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved" in the action, be added. The court said that this rule did not apply, because the plaintiff was not bound to sue all infringers, and the question between him and the defendant could be effectually settled without bringing any other party before the court. We cannot see any answer to this; but still, the hardship to the manufacturer of an article which is alleged to be an infringement of a patent may be very great. His customers may be successively attacked by the patentee, and may have practically no interest in challenging the validity of the patent, and his trade may be thus destroyed, while, so long as the patentee abstains from proceeding against him personally, he will be unable to protect himself, though he may have the best evidence of the invalidity of the patent. The owner of an invalid patent may, in this way, be able to acquire a monopoly, for, while it leaves a rival manufacturer perfectly free to make an article which infringes the patent, it at the same time practically deprives him of any opportunity of selling the article when made. It would not, we think, be impossible to devise some mode by which the person who is really interested in disputing the validity of a patent should be enabled to do so when a patentee attempts thus indirectly to bind him by it. When a patentee threatens infringers of it with legal proceedings, he can now, under section 32 of the Patents Act, 1883, be compelled to establish the validity of his patent, and it would, as it seems to us, be equally just to require a patentee who considers that his patent is being infringed to fight the question of its validity with the maker of the article which he alleges to be an infringement, instead of permitting him to destroy his rival's trade by attacking his customers in detail.

THE NEW Rules in Lunacy (which are 149 in number and extend over thirty-four pages, and which are to be known as the Rules in Lunacy, 1892) are in the main a reprint of the rules of 1890. The principal change affects the jurisdiction of the masters in lunacy, and henceforth they will have power to make orders in all matters relating only to administration and management. Hitherto there has been a twofold division of business. Petitions for an order for inquisition and for a traverse have been, together with the evidence, laid directly before the judge, but as regards all other matters it has been the duty of the masters themselves to hear the application in the first instance, and then to lay before the judge a certificate of the result of the evidence, together with the minutes of the order which, in their opinion, ought to be made. As to the first class of business (rule 18) no change is made except that it will henceforth include petitions for a *supersedeas*, which had before, by an oversight probably, been omitted. But out of the second class there is now taken all business relating solely to administration and management, and by rule 10 this is placed under the jurisdiction of the masters. There remains such business as does not go direct to the judge, and which does not relate to administration and management. With regard to this, rule 22 directs that the masters, as under the former practice, shall prepare the minutes of the order, but it is no longer necessary to certify the result of the evidence, and their duty is confined to the bringing the application, with the evidence and the minutes of the proposed order, before the judge. The greatest part of the business in lunacy will fall within the second of these classes, and the extensive jurisdiction thus conferred upon the masters makes it necessary to provide for an appeal from them to the judge. Hitherto, as their power has been confined to the making of certificates and drawing the minutes of proposed orders, the right of appeal given by the old rule 64 has been similarly limited. This accordingly is now replaced by rule 11, which provides that any person affected by any order, decision, or certificate of a master may appeal therefrom to the judge. For this purpose no fresh summons is necessary, but the notice of appeal must be given within eight days from the date of the order, decision, or certificate complained of, and must be given to the persons, if any, interested in supporting it. Rule 10, it may be noticed, also empowers the masters to direct by whom and in what manner the costs of any proceedings are to be paid, but though this provision is perfectly general it is meant apparently to apply only to the costs of proceedings before the masters themselves. A new provision is introduced by rule 14 which directs the masters to inquire into the circumstances of any delay in the conduct of proceedings before them, and in proceeding upon their orders, certificates, and directions, and empowers them for that purpose to call before them all parties concerned, and, where it seems to them expedient, to certify accordingly.

THE RULES relating to the inquisition contain no change, and those relating to proceedings after inquisition only some slight changes conferring increased power on the masters. Thus the masters may now of their own authority defer the inquiry respecting the next of kin and heir at law, or carry it on to a limited extent (rule 37), and they may (rule 46), on the death of a lunatic or the issue of a *supersedeas*, order payment of funds in court and delivery of documents. So again, under the rules relating to orders and certificates, rule 65 provides that certificates are to be binding on the parties after signature by a master, instead of by a judge as heretofore, but subject of course to any variation made by the judge upon appeal. As to summonses, rule 100 of the old rules provided that a summons should not in any case be supported by a statement of facts or a proposal. The rule now disappears, and this practice, which has been found useful in dealing with originating summonses, will henceforth apparently be available in lunacy. As to costs an important change is made. The old distinction between cases where the income exceeds and those where it does not exceed £300 a year is abolished (see old rule 107), and in general the same costs will be allowed as for work of a similar character transacted in the Chancery Division (rules 110-112). In future, moreover, costs are to be taxed by and under the direction of the masters (rule 114), and the same rule provides that charges

and expenses are not to be allowed, except to the committees of the estate or person, unless under special circumstances the judge or master in any case so directs. Under the head of percentage and fees a change is made with regard to lunatics not so found and persons incapable, within the meaning of section 116 (1) *(d)* of the Act of 1890, of managing their affairs, and they will henceforth be charged only half fees—namely, a percentage at the rate of 2 per cent. on the clear annual income, with a maximum payment of £200 for any one year. These take the place of the 2 per cent. and the £400 for lunatics so found.

It has been held in *Reg.* v. *Glamorganshire Justices*, which we reported last week (*ante*, p. 232), that on an appeal to quarter sessions against the refusal of licensing justices to renew a licence under section 27 of the Licensing Act, 1828, it is not necessary to serve notice of appeal upon all the licensing justices who heard the application for the renewal, but that it is sufficient to serve the notice on the clerk to the licensing justices only, in accordance with section 31 of the Summary Jurisdiction Act, 1879. As a matter of convenience and common sense, this decision is a very satisfactory one, inasmuch as it is often practically impossible (as was the case in *Reg.* v. *Glamorganshire Justices*) to find out which justices had actually sat on the licensing bench. But is the decision also correct in point of law? In the old days, and long before the passing of the Summary Jurisdiction Act, 1879, it had been held, and no doubt correctly, in *Reg.* v. *Bedfordshire Justices* (11 A. & E. 134) that notice of appeal must in these cases be given to all the justices below. But the 31st section of the Summary Jurisdiction Act, 1879, provides that in an appeal from the conviction or order of a court of summary jurisdiction, one of the steps in the procedure may be notice to the other party and the clerk of the said court; and the Summary Jurisdiction Act of 1884 makes this procedure compulsory. The 7th section of the Act of 1884 also, extending a far narrower provision of section 50 of the Act of 1879 (which could not possibly apply to a licensing bench), forces the expression "court of summary jurisdiction" into including "justices acting under the Summary Jurisdiction Acts, or any of them, *or under any other Act*, or by virtue of his or their commission, or by the common law"; and the Interpretation Act, 1889, repealing section 7 of the Act of 1884, repeats it with an immaterial variation. There now come two difficulties to face. First, are the words "any other Act" wide enough to include any Act of Parliament whatever, or are they restricted to Acts *ejusdem generis* with the Summary Jurisdiction Acts? Secondly, is the "order" mentioned in section 31 of the Summary Jurisdiction Act, 1879, any judgment or decision whatever, or is it merely the order to pay a sum of money or the like "order," which, along with "conviction," is so frequently dealt with in Jervis's Act (11 & 12 Vict. c. 43)? Of course, licensing justices are not a court of summary jurisdiction in the ordinary sense of the term, and equally of course, an Interpretation Act (though this mode of legislation is not convenient) can make it so if sufficient words are used. But on the whole we think that sufficient words have not been used in the Interpretation Act, 1889. The 7th section of the Summary Jurisdiction Act, 1884, it is of great importance to bear in mind, was passed to remove *doubts* arising out of section 50 of the Summary Jurisdiction Act, 1879, which had provided that the expression "court of summary jurisdiction" shall mean "any justice or justices of the peace or other magistrate, by whatever name called, to whom jurisdiction is given by, or who is or are authorized to act under the Summary Jurisdiction Acts, or any of such Acts." Nor can we think that the word "order" in section 31 of the Summary Jurisdiction Act can bear the extensive meaning given to it by the court. Therefore there seems to be strong ground for saying that *Reg.* v. *Glamorganshire Justices*, however convenient in point of fact, is not correct in point of law; and we observe that in *Reg.* v. *Colonel Byrde and others*, which has been brought to our notice after writing the above lines, and which we also report this week, another divisional court (Hawkins and Wills, JJ.), though, of course, considering themselves bound by *Reg.* v. *Glamorganshire Justices*, have intimated no little disapproval of it, and have gone so far as to invite the attention of the Attorney-General to the matter, in order that the opinion of the Court of Appeal may be taken on *Reg.* v. *Byrde*.

It is high time that a uniform mode of citing the reports of patent, design, and trade mark cases should be adopted. At present not less than three rival methods of citation are in the field: P. C.=Patent Cases; R. P. C.=Reports of Patent Cases; and P. O. R.=Patent Office Reports. If we could, we would give judgment in favour of the last mentioned. P. C. is suggestive of Privy Council, and is, therefore, "calculated to deceive." P. C. and R. P. C. are both ludicrous when annexed to reports of trade-mark and design cases. P. O. R. is liable to neither of these objections. It does not resemble any combination of letters in any existing table of legal abbreviations, and it is accurate in point of fact—the reports of patent, design, and trade-mark cases do actually proceed from the Patent Office.

THE COUNTY COURT RULES, 1892.

These rules, which come into operation on the first day of next month, alter and modify, to a considerable extent, the existing practice of the county courts, and the forms of proceedings therein, and have evidently been framed with great care and skill. They are 187 in number, and may be cited as the County Court Rules, 1892, or each rule may be cited as if it had been one of the County Court Rules, 1889, and had been numbered therein by the number of the order and rule placed in the margin opposite each of these rules. It is, moreover, provided that they are to be read and construed as if they were contained in the County Court Rules, 1889, while the forms given in the appendix are to be used as if they were inserted in the appendix to the County Cout Rules, 1889.

Without attempting to supply our readers with a detailed and minute criticism of the various provisions contained in the new rules, we propose, in the present article, briefly to indicate some of the more important changes effected by them in county court practice.

It is provided by ord. 3, r. 14*a*, that if the plaintiffs or their solicitors shall fail to comply with the defendant's demand for the names and places of residence of all persons constituting the firm in whose name an action is brought, all proceedings in the action may, upon an application for that purpose, be stayed upon such terms as the judge shall direct, or the judge at the trial may adjourn the hearing on such terms as he may think fit.

As regards the entry of the plaint, ord. 5, r. 4*a*, directs that the præcipe shall contain, where the defendant's Christian name is not known, a statement whether the defendant is a male or a female, and whether, if a female, she is married or single. It is also provided by rule 9*a* of the same order that where leave to enter a plaint under section 74 of the County Courts Act, 1888, is obtained, the plaintiff's affidavit shall be lodged with the registrar, together with a copy of the same for each defendant; and that where the plaintiff, on whose behalf such an application is made, is the assignee of a debt, in considering whether leave shall be granted or refused, the judge or registrar shall in particular consider whether the proposed place of trial is less convenient to the defendant than it would have been had the debt not been assigned, and if he shall be of opinion that it will, shall refuse leave.

Ord. 6, r. 10*a*, in prescribing that particulars of claim must be "*signed*" by the plaintiff's solicitor "in his own name or that of his firm," recognizes and adopts the decision given in *Reg.* v. *Cowper* (38 W. R. 408, 24 Q. B. D. 533), where it was held that a *lithographed signature* placed on a form of particulars of claim by a *lithographer* was not a sufficient compliance with ord. 6, r. 10, of the County Court Rules, 1889, which requires particulars to be "*indorsed*" by plaintiff's solicitor. On the other hand, it is also provided by ord. 6, r. 10*a*, of the new rules, in accordance with the recent decision given in *France* v. *Dutton* (39 W. R. 716; 1891, 2 Q. B. 208), that "*the clerk of a solicitor, if duly authorized, may sign the particulars on behalf of, and in the name of, his master.*"

With regard to *special defences*, ord. 10, r. 18*a*, now requires

that the defendant shall, in his notice of any statutory defence, or any defence of which he is required by any statute to give notice, not only specify the enactment on which he relies, but also "*the particular matter upon which he relies.*"

In order 25, which deals with the enforcement of judgments and orders, two new rules (8*a* and 8*b*) are inserted governing applications under the Partnership Act, 1890. It also contains three new rules (rr. 12*b*, 12*c*, and 12*d*) with regard to the costs of warrants, the payment of possession fees where an execution is paid out at the time of the levy, and prescribing the time for making an appraisement of goods taken in execution. Moreover, it provides by rule 38*a* that no costs shall be allowed to a solicitor for attending at the hearing of a judgment summons, unless the party for whom he appears resides out of the district of the court at which the summons is heard and the judge shall think fit to allow the same. While rule 38*b* directs that where on the hearing of a judgment summons the judge, in lieu of making an order of commitment, shall make a fresh order for payment by instalments, no costs for fees or witnesses shall be allowed to a judgment creditor unless the judge shall be satisfied that the debtor has made default, and has had since the date of the original judgment the means to pay the sum in respect of which he has made default, and a minute thereof is entered in Book H. Rule 52 of the same order is also an entirely new rule. It provides for discovery in aid of execution, and enables a judgment debtor to be orally examined as to whether any and what debts are owing to him, and whether he has any, and what, other property or means of satisfying the judgment.

Order 26 of the County Court Rules, 1889, which contains eleven rules on the subject of "Attachment of Debts," is altogether annulled. In lieu thereof, order 26*a* is inserted, which comprises some fourteen rules in which the practice governing garnishee proceedings is set forth, it being, we may mention, provided by rule 13 that the costs of any application for an attachment of debts, and of any proceedings arising from, or incidental to, such application, shall be in the discretion of the judge, and by rule 14 that in proceedings to obtain an attachment the judge may, in his discretion, refuse to interfere, where, from the smallness of the amount to be recovered, or of the debt sought to be attached or otherwise, the remedy sought would be worthless or vexatious.

With regard to summary procedure on Bills of Exchange, it is provided by ord. 35, r. 4, that particulars of demand shall be filed on the entry of all plaints under the Bills of Exchange Act, 1855, and shall be in the form in the schedule *mutatis mutandis*.

The whole of the rules governing admiralty proceedings, contained in order 39 of the County Court Rules, 1889, are annulled, and order 39*b*, containing eighty rules, is substituted for them. Many of these rules are, of course, in the same terms as those they replace. On the other hand, rules 24-32, which relate to the release of property affected by an admiralty action, and the bail taken in such cases, appear to be new. Moreover, rule 43, which provides that the costs of the solicitor suing out execution to be taxed by the registrar shall be allowed, and be recoverable against the property taken in execution, is also new; while the provisions contained in rule 58 *et seq.*, with regard to assessors on an assessment of damages by the registrar, in rules 63 and 64 on the subject of "Admission of Liability," and in rules 65-79 on "Assessment of Damages," "Consent Orders," "Subpœnas," "Service of Notices and Orders," and "Costs," now appear, it is believed, for the first time.

Order 42 of the County Court Rules, 1889, which relates to the winding up of companies and societies, is annulled, and in lieu thereof it is provided by order 41 of the new rules that the provisions of the Companies Acts, 1862 to 1890, and the rules made thereunder, so far as they relate to winding up, shall apply to the winding up of societies registered under the Building Societies Act, 1874, and the Industrial and Provident Societies Act, 1876; and the winding up of any such societies shall be conducted in all respects as if such societies were companies registered under any of the said Companies Acts, while the costs shall be taxed according to the scale of costs for the time being in use in the Supreme Court.

Order 42*a*, which regulates the practice in the county courts under the Brine Pumping (Compensation for Subsidence) Act, 1891, and order 42*b*, which provides that applications to a judge under sections 300 and 132 of the Lunacy Act, 1890, shall be made by petition, and the same procedure shall be followed and the same fees paid and costs allowed as on any petition under order 38 of the County Court Rules, 1889, are both of them, of course, quite new.

Order 50*a*, which deals with the important subject of "*Costs*" in thirty-two rules, which replace order 50 of the County Court Rules, 1889, which is annulled, is certainly not the least important order included in the new rules. We are, however, unable, in the present article, to do justice to it, though on some future occasion we shall hope to refer to it again. It may, however, be mentioned that it contains some new provisions with regard to the allowance of costs by county court judges, and amongst them we notice that, by virtue of rule 6, the order of the judge required for the allowance of any of the following items in the scales of costs—viz., items 3, 31, 70, 86, 91, 92, 93, 94, and 95—or for the allowance of any particular costs under any of the county court rules, "*shall be a special order made upon consideration of the facts of the particular case, and not a general order.*" Amongst the "General Directions" as to costs, rule 19 must be noticed, which provides that no costs which are to be paid or borne by another party shall be allowed which do not appear to the registrar on taxation to have been necessary or proper for the attainment of justice or defending the rights of the party incurring the same, or which appear to such officer to have been incurred through over-caution, negligence, or mistake, or merely at the desire of such party.

Order 52, which relates to the "Interpretation of Terms," after annulling the definitions of "Default Summons" and "Ordinary Summons" contained in the County Court Rules, 1889, defines "*Default Summons*" to mean "a summons which is issued on the entry of a plaint, and is required by statute to be served personally," and "*Ordinary Summons*" to mean "a summons which is issued on the entry of a plaint, and is not required by statute to be served personally."

The forms contained in the appendix to the new rules will be of the greatest use to county court suitors and practitioners.

As regards the scales of costs appended to the new rules, the limited space at our disposal precludes a detailed notice of them. It may, however, be mentioned that the "*Lower Scale*" is similar to that appended to the County Court Rules, 1889, though we notice that clause 7 no longer provides that, where the judge increases the costs therein mentioned, he shall set forth in the Minute Book "*the reason of the increase*"; but he is still obliged to enter therein the special order directing the increase.

The "*Higher Scale*" contains certain alterations which on some future occasion may form the subject of notice in these columns, but which do not demand our immediate attention by reason of their importance or extent.

THE EFFECT OF THE APPOINTMENT OF A DEBTOR AS EXECUTOR.

According to the strict doctrine of the common law, the appointment of a debtor to the testator as executor involved, as a matter of course, the extinguishment of the debt. A debt, says Butler, in a note to Coke upon Littleton (p. 264b), is only a right to recover the amount of the money by way of action, and, as an executor cannot maintain an action against himself, the testator, by appointing the debtor an executor of his will, discharges the action, and consequently discharges the debt. Or, as Holt, C.J., put it in *Wankford* v. *Wankford* (1 Salk. 299), the debtor, by being made executor, is the person entitled to receive the money, and, the same hand having to receive and pay, it amounts to an extinguishment. And, of course, the same holds good although the debtor be appointed one of several executors, for the executors cannot sue without making him who is the debtor also a plaintiff, and this he cannot be against himself: Williams on Executors, vol. 2, p. 1317. In *Cheetham* v. *Ward* (1 Bos. & Pul. 630) the further consequence followed that, where the executor was one of two obligors upon a joint and several bond, the testator being the obligee, the bond was discharged as to both obligors. It was impossible for a release, whether

by operation of law or by express declaration of intention, to take effect in favour of one without taking effect in favour of the other also. Nor can it be said that the appointment operates only as a temporary suspension of the action. This is so indeed where the action is rendered impossible by act of law, as where administration is granted to a debtor of an intestate, and hence this is not a final extinguishment of the debt (*Needham's case*, 8 Rep. 136a); but a personal action once suspended by the voluntary act of the party is gone for ever, and with the action goes the debt as well. Thus, in *Freakley* v. *Fox* (9 B. & C. 130), where the payee of a promissory note appointed the maker his executor, it was held that the debt was finally discharged, and that no action could be maintained on the note, even by a person to whom the executor had indorsed it.

There were, however, limits to the application of the doctrine, and even the common law does not seem to have carried out with strict consistency the theory that the debt was altogether gone. Thus in favour of creditors of the testator it was treated as assets in the hands of the executor. "If," said HOLT, C.J., in *Wankford* v. *Wankford* (*suprà*), "H. be bound to J. S. in a bond of £100, and then J. S. makes H. his executor, H. has actually received so much money and is answerable for it, and if he does not administer so much, it is a *devastavit*." And this infringement on the common law rule was, of course, well established in equity, where the debt was always treated as general assets, not only in favour of the creditors of the testator, but also of his legatees and next of kin. In *Brown* v. *Selwyn* (Cas. temp. Talb. 241) Lord TALBOT seems to have regarded the question as to legatees as an open one, but in *Carey* v. *Goodinge* (3 Bro. C. C. 111) Lord THURLOW held it to be settled that in equity the appointment of the debtor as executor was no more than a parting with the action. Consequently there was no release of the debt, and the executor was bound to account for it to all parties interested in the testator's estate, including the next of kin. This was recognized also by GRANT, M.R., in *Berry* v. *Usher* (11 Ves. 90), and in *Simmons* v. *Gutteridge* (13 Ves. 262) Lord ERSKINE, C., held that under a decree for an account against an executor there ought always to be an inquiry whether he had assets in his hands arising from a debt due from himself. So, too, in *Ingle* v. *Richards* (28 Beav. 366), where a testator died in 1842 and one of the executors, who was a debtor to his estate, did not prove till 1855, it was held that this referred back to the date of the death, and that, in spite of the lapse of time, the debt was assets in his hands for which he must account.

But though the mere appointment of the debtor as executor does not in equity prevent the debt from being assets in his hands for all purposes, yet the fact that the legal remedy for the debt has gone may have an important effect if it can be shewn that during his life the testator had a continuing intention to release the debt, and this aspect of the matter was discussed in *Strong* v. *Bird* (22 W. R. 788, L. R. 18 Eq. 315). There the defendant borrowed £1,100 from his step-mother, who lived in his house and paid him a quarterly sum of £212 10s. for board and lodging. It was agreed that the debt should be paid by a deduction of £100 from each quarter's payment. This was done for two quarters, but when the next payment was due the step-mother said she did not want to have any more of the loan returned, and she thereupon gave the defendant a cheque for the full amount of £212 10s. She continued to pay at the same rate until her death four years later. By her will she appointed the defendant her executor. Under these circumstances JESSEL, M.R., held that he was not liable to repay the £900, the balance of the loan. He considered that the testatrix had intended to make a gift of that amount during her life, and that this was only invalid because there had been no legal release of the debt. Inasmuch, however, as such legal release was effected by the appointment of the debtor as executor this was enough to satisfy the technical requirement of the law and to complete the gift. Or, looking at the matter in another way, the debt was actually released at law, and it was only in equity that it could be enforced. It was competent, therefore, for the executor to shew some reason why it would be inequitable to do so, and this he did by proving a continuing intention to give. "It appears to me," said the Master of the Rolls, "that there being the continuing intention to give, and there being a legal act which transferred the ownership or released the obligation, for it is the same thing, the transaction is perfected, and [the debtor] does not want the aid of a court of equity to carry it out, or to make it complete, because it is complete already, and there is no equity to take the property away from him." But it would seem that this doctrine is confined to the case of an ineffectual release of a debt, and in *Bottle* v. *Knocker* (25 W. R. 209), BACON, V.C., declined to apply it to the case of an imperfect gift of property generally. Consequently, where a testator had intended to give his interest in a lease which was about to be granted, but the lease was not actually granted till after his death, the donee, who was also an executor, was not allowed to complete the gift by means of the legal interest thus acquired. Perhaps it would be difficult in principle to distinguish between the two cases.

It is to be noticed, too, that there must be an intention to give during the life of the testator, and evidence is not admissible to shew that, in reliance upon the common law doctrine, he intended the appointment of the executor to operate as a release. This was decided in *Brown* v. *Selwyn* (*suprà*). There the defendant had been appointed executor of a testator to whom he was indebted in the sum of £3,000. Evidence was offered that the testator intended to give him this money, and that he so instructed the attorney who prepared the will. The attorney refused, however, to mention it in the will, insisting that the appointment of the debtor as executor would necessarily operate as an extinguishment of the debt. The testator being dissatisfied, the opinion of counsel was taken, and this confirmed what the attorney had said. The will accordingly was executed without any express mention of the £3,000, and all evidence as to the testator's intention being rejected, the debtor was held liable in equity to pay it. "None of the cases," said Lord TALBOT, C., "where parol evidence has been admitted have gone so far as the present case; the farthest they go is to rebut an equity or resulting trust." This reasoning is not very satisfactory, as, according to the view taken in *Strong* v. *Bird* (*suprà*), it was simply an equity that had to be rebutted in the case in question. In *Ulrich* v. *Litchfield* (2 Atk. 374) Lord HARDWICKE said that he was of opinion that the evidence ought to have been admitted, and that Lord TALBOT rejected it with reluctance. The decision, however, was affirmed by the House of Lords, who considered that the admission of the evidence would have the most mischievous consequence.

It is clear, of course, that the circumstances shewed only an intention to give by means of the will, and hence the evidence was properly rejected as being parol evidence offered to add to the terms of the will. For parol evidence to be admissible it must shew an intention on the part of the testator to make the gift or to release the debt during his life, and that this is the correct way of reconciling *Brown* v. *Selwyn* and *Strong* v. *Bird* was pointed out by STIRLING, J., in the recent case of *Leveson* v. *Beales* (40 W. R. 90; 1891, 3 Ch. 422). In general, therefore, the mere fact that a debtor has been appointed executor, although it extinguishes the action at law, confers no beneficial interest in the debt, and the executor remains liable to account for it unless he can shew such a gift during the testator's lifetime as requires only a technical release at law to make it perfectly valid.

CORRESPONDENCE.

TITHE ACT, 1891.

[*To the Editor of the Solicitors' Journal.*]

Sir,—By this Act the payment of tithe rent-charge is thrown directly upon the landowner, who in all new leases and agreements for tenancy must add the apportioned tithe rent-charge to the old reserved rent to recoup himself in all cases where the tenants have usually covenanted to pay the former to the tithe-owner.

In the case of such new leases or agreements I am told by the stamp authorities that although the rent (exclusive of the tithe rent-charge) actually received for the land is no more than before the Act, nevertheless the *ad valorem* stamp duty is chargeable on the whole of the rent reserved, composed as it is of the old rent and the apportioned tithe rent-charge, thus causing an increase of stamp duty without any corresponding increase of actual rent.

Moreover, the authorities hold that the provisions required to be inserted in such new leases or agreements to meet the case of the increase or decrease in the apportioned tithe rent-charge on the septennial averages necessitates a further 10s. deed stamp.

Can any of your readers inform me if such increased and additional stamp duty is legally claimable, and, if so, how either can be avoided by any mode of framing new leases or agreements?

EVAN LAKE.

15 and 16, Railway-approach, London Bridge, S.E.,
Feb. 10.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT, FEBRUARY 1892.

NEW TRIALS.

Order XXXVI. Rule 39.

1. Order XXXVI., Rule 39, is hereby annulled, and the following Rule shall be substituted therefor:—

The Judge shall, at or after trial, direct Judgment to be entered as he shall deem right, and no motion for judgment shall be necessary in order to obtain such judgment.

Order XXXIX. Rule 1A.

2. Order XXXIX., Rule 1, shall be read with the following words added thereto:—

"and upon the hearing of such motion the Court of Appeal shall have all such powers as are exerciseable by it upon the hearing of an appeal."

Order XXXIX. Rule 4A.

3. Order XXXIX., Rule 4, shall be read as if the notice of motion mentioned therein were a 14 days' notice instead of an eight days' notice.

Order XL. Rule 2.

4. Order XL., Rule 2, is hereby annulled, and the following Rule shall be substituted therefor:—

Every referee to whom a cause or matter shall be referred for trial shall direct how judgment shall be entered, and such judgment shall be entered accordingly by a Master or Registrar as the case may be.

Order XL. Rule 5A.

5. In Order XL., Rule 5, the words from "unless" to the end of the Rule are hereby annulled.

6. Order LIX., Rule 1 (J.), is hereby annulled.

7. These Rules shall come into operation on the first day of March 1892. They may be cited as the Rules of the Supreme Court, February 1892; and each Rule may be cited according to the heading thereof with reference to the Rules of the Supreme Court, 1883.

Dated the fifth day of February 1892.

(Signed) HALSBURY, C.
ESHER, M.R.
NATHL. LINDLEY, L.J.
EDWARD E. KAY, L.J.
C. E. POLLOCW, B.
A. L. SMITH, J.

RULES UNDER THE LAND REGISTRY (MIDDLESEX DEEDS) ACT, 1891.

Interpretation.

1. In these Rules the Land Registry (Middlesex Deeds) Act, 1891, is referred to as the Act of 1891, and that Act and the Middlesex Registry Act, 1708, are referred to together as the Middlesex Deeds Acts; and the same mode of citation may be used in all forms and proceedings under the said Acts.

As to Memorials generally.

2. Memorials, and certificates of satisfaction of mortgages, shall be written or printed on the best white loan paper, 16 inches long by 10 inches wide, with an inner margin 2 inches wide and an outer margin ½ of an inch wide, and shall be left at the office by hand, and shall bear Land Registry stamps for the amount of the fees, and shall be accompanied by the original instruments and mortgages respectively.

3. The particulars, required by paragraph 5 of the First Schedule of the Act of 1891 to be inserted in memorials, shall only be required in so far as the same appear from the original instrument, except that the address and description of the witness to the memorial shall in all cases be inserted therein.

4. Where the original instrument contains a plan, a copy thereof (or of so much thereof as is referred to in the memorial) shall be drawn on the memorial, unless owing to its size this cannot be done; in which case a tracing on linen, signed by the person signing the memorial and by the witness, shall be left with the memorial and filed in the office. No other copy shall be required.

5. It shall no longer be necessary to seal any memorial, or to verify by oath the signing thereof or the execution of the instrument to which it refers; but the signing of the certificate of satisfaction of a mortgage shall continue to be verified by oath as heretofore.

6. The witness to the memorial shall be a witness or one of the witnesses (if any) to the original instrument, unless at the date of the memorial every such witness is dead or absent from the United Kingdom or cannot be found, or some other sufficient cause exists to prevent it. In such cases a statutory declaration shall be furnished, and left with the memorial at the Registry, stating the reason why the witness to the memorial is not one of the witnesses to the instrument.

7. Every memorial shall be compared by an officer of the Registry with the instrument to which it relates; and any clerical, trifling, or obvious errors may be corrected by him. But if any error is found which appears to the officer unsuitable for such correction, its nature shall be notified to the person who has left the memorial in the office, and (unless he satisfies the Registrar that it is sufficient) the memorial may be returned and the registration be cancelled, the fee paid being retained, but no fee charged on a substituted memorial.

Indexes.

8. The index known as the Parliamentary Index shall be closed as from the commencement of the index known as the Lexicographical Index on the 1st January 1828, and such latter index shall be continued. But the Registrar shall have power to introduce such alterations in the mode of keeping the same as he shall from time to time think advisable.

The names of the grantees shall not be included in the index.

Searches.

9. An ordinary search shall be a search made against one name on one day by a person not an officer of the Registry, in any of the indexes, books, or documents open to public inspection.

The requisition for a search shall state the nature of the search, and the name against which it is to be made, and shall bear Land Registry stamps for the fee and be signed by the applicant.

10. An official search shall be a search made by an officer of the Registry, in the index only, for certain specified years, for all entries therein, against one name, affecting lands in a specified parish.

11. The requisition for an official search shall state the surname and christian name of the person against whom it is to be made, the parish, the years over which it is to extend, and the day on which the certificate is required, not being less than six clear days from the leaving of the requisition in the office. The requisition shall be signed by the applicant, and shall bear Land Registry stamps for the amount of the fee.

12. An official certificate of the result of every official search shall be issued from the Registry to the applicant, and a copy, or other sufficient record of the same, shall be kept in the office.

13. Applications for official searches shall be subject to the following provisions:—

(*a.*) That the search shall not be such as for any sufficient reason shall appear to be impracticable to complete.

(*b*) That the Lord Chancellor may make regulations limiting or extending the period to be covered by official searches.

14. Where a person obtains an official certificate of search he shall not be answerable in respect of any loss that may arise from error therein. Where the certificate is obtained by a solicitor acting for trustees, executors, or other persons in a fiduciary position those persons also shall not be so answerable.

Registration under the Land Transfer Act, 1875.

15. Every application made under paragraph 14 of the First Schedule to the Act of 1891, for registration of a possessory title under the Land Transfer Act, 1875, in lieu of registration of a memorial under the Middlesex Deeds Acts, shall be signed by the applicant or his solicitor, and shall bear Land Registry stamps for the fee, and shall be left in the office, together with the instrument which confers the right to apply, and a deposit of 10s. to meet expenses.

Office Copies.

16. Office copies of, or extracts from, all books and documents in the office open to public inspection, shall be furnished on the written application of any person.

Miscellaneous.

17. Any indorsement certificate or signature to be made or given by any officer of the Registry, may be made or given by stamping, sealing, or writing, as the Registrar may by regulation direct, and any Act required by the Middlesex Deeds Acts to be done by the Registrar may be done by such officer of the Registry as the Registrar may for that purpose appoint.

18. The forms in the schedule hereto, with such variations as circumstances may require, shall be used in all cases to which they refer.

19. The Registrar may at any time issue new forms to be used instead of, or in addition to, those in use, and generally shall have a discretionary power in regard to all formal and administrative matters.

20. Land Registry stamps and all forms in use in the office shall be obtainable at the Registry.

21. These rules may be cited as the Land Registry (Middlesex Deeds) Rules, 1892: they shall come into operation on the first of April, 1892, and shall be in substitution for all rules relating to the Middlesex Registry subsisting before the passing of the Act of 1891.

The eighth day of February, 1892.

(Signed) HALSBURY, C.

THE SCHEDULE.

Form 1.

Memorial of a Deed.

Land Registry. Middlesex Deeds Acts.

Particulars for the Index.

Grantor's Surname.	Grantor's Christian Name.	Parish.*

* If named in the deed.

Date of deed :—
Parties :—
Description of lands :—* *[As in the deed.]
Witnesses to execution of deed :—

Signature of grantor or grantee.
Signature of witness to signing of memorial.
Address and description.
N.B.—Instrument to be delivered to

Note.—The memorial should be written on both sides of the paper, and otherwise according to the provisions of Rule 2. Usually the "Description of lands" should commence about the middle of the front of the form, the "Witnesses to execution of deed" and following matters being placed low down on the back.

Note.—Where the description of land in an endorsed or annexed deed is made by reference to that contained in the prior deed, or (in any case) to a recital, the description contained in such prior deed or recital shall be also set out in the memorial; except that, where a memorial of such prior deed has been registered, a reference to the year, book, and number of its registration shall be sufficient, without setting out the full description contained in such deed.

The same rule shall apply to references to deeds, whereof memorials have been registered, contained in supplemental deeds.

Form 2.

Memorial of a Deed Poll or Instrument of a like nature not under Seal.

(*Heading and particulars for Index as in Form* 1.)

Date of instrument :—
Grantor :—
Description of lands :—* *[As in the deed.]
Witness (if any) to execution of instrument :—

Signature of grantee.
Address and description.
Witness, &c., and N.B. as in Form 1.

See Note to Form 1.

Form 3.

Memorial of a Will (and Codicils).

(*Heading and particulars for Index as in form* 1, *substituting* "*Testator*" *for* "*Grantor.*")

Date of will :—
Testator :—
Description of lands :—* *[As in the will.]
Witnesses to execution of will :—
Date of (1st) codicil :—
Description of lands (if different) :—
Witness to execution of 1st codicil
(&c. as to 2nd, 3rd, and other codicils if any) :—

Signature of a devisee.
Address and description.
Witness, &c., and N.B. as in Form 1.

See Note to Form 1.

Form 4.

Certificate of Satisfaction of a Mortgage.

Land Registry. Middlesex Deeds Acts.

In the Matter of the Mortgage registered in the year Book No.

I, (*A.B.*) of, &c., certify that all sums of money owing upon the mortgage above referred to are paid and satisfied.

(*Signature of mortgagee.*)

Witnesses, *C.D.*, of, &c.
E.F., of, &c.

Affidavit.

The above-named (*C.D.*) and (*E.F.*) severally make oath and say that they know the above-named (*A.B.*), that he is to the best of their knowledge and belief the same person as the mortgagee (*A.B.*) who is named in the mortgage above referred to, and that they saw him sign the above certificate in token of acknowledgment that all moneys owing upon the said mortgage had been paid.

Sworn, &c.

N.B.—This certificate is sent by
of

Form 5.

Affidavit Verifying Statutory Receipt on Satisfaction of a Mortgage under Section 42 of the Building Societies Act, 1874.

(*To be endorsed on the Mortgage after the Receipt.*)

I, (*A.B.*) of, &c., make oath and say that I know the seal of the above-named society, and that I saw the same duly affixed to the above receipt in accordance with the rules of the said society for the time being in force, in token that all moneys due on the within-written mortgage had been paid.

Sworn, &c.

Form 6.

Requisition for an Ordinary Search.

Land Registry. Middlesex Deeds Acts.

I desire to make a search against the following name(s) :—

Surname.	Christian Name.

(*Signature of Applicant.*)
(*Address.*)
(*Date.*)

Form 7.

Requisition for an Official Search.

Land Registry. Middlesex Deeds Acts.

I require an official search to be made in the index for the years to inclusive, for all entries appearing therefrom to affect lands in the parish(es) of entered against the following name :—*

Surname.	Christian Name.

The certificate will be required to be ready [*or* to be sent by post] on the of next.†

(If the certificate is to be sent by post, a stamped and addressed envelope must be left with the requisition.)

Applicant's signature,
Address,
Date,

Form 8.

Official Certificate of Search.

Land Registry. Middlesex Deeds Acts.

This is to certify that the subjoined list contains all the entries in the index for the years to inclusive, appearing therefrom to affect lands in the parish(es) of entered against the following name :—

Surname.	Christian Name.

To wait till called for by [*or*, to be sent by post to]
of

List of Entries.

Year.	Book.	No.	Year.	Book.	No.	Year.	Book.	No.

Seal of Search Department with date.

Form 9.

Application to register a Possessory Title under the Land Transfer Act, 1875, in lieu of a Memorial under the Middlesex Deeds Acts.

Land Registry.

Land Transfer Act, 1875, *and Middlesex Deeds Acts.*

A.B.,
of
hereby applies to be registered under the Land Transfer Act, 1875, as proprietor with possessory title of the land comprised in the accompanying

* Only one name is to be included in each application.
† To be not less than 6 clear days from the leaving of the requisition in the office.

[conveyance, probate, &c.] in lieu of registration of a memorial of the same under the Middlesex Deeds Acts.

(Signature of Applicant or his solicitor.)
(Address.)
(Date.)

N.B.—This application should bear Land Registry stamps for the (half) *ad valorem* fee fixed by the Fee Order of 16th January 1889 made under the Land Transfer Act, 1875, and should be accompanied by the instrument referred to, and a deposit of 10s. (payable to the office stationer) to meet expenses. Any further instructions that may be necessary will be given by the office.

FEE ORDER UNDER LAND REGISTRY (MIDDLESEX DEEDS) ACT, 1891.

Registration of a memorial, or vacating an entry of a mortgage (except under the 42nd section of the Building Societies Act, 1874)	5 0
Vacating an entry of a mortgage under the said section of the last-mentioned Act	2 6
The above charges include the administration of the oath, when required.	
Ordinary search, per name	2 0
Official search:—	
For 10 years or less	7 6
For every further 5 years or less	2 6
If more entries are found than at the rate of 10 for every 5 years, then for every 5, or part of 5, extra entries	1 0
Note.—Provision may be made for this latter payment by deposit of money at the Registry.	
Statutory declaration taken in the office	1 6
Exhibit thereto	1 0
Correction of a memorial in the office, per folio	1 0
Correction of a plan, per quarter of an hour (or less) employed ...	1 0
Return of instrument (if required) within 24 hours of its being left in the office	2 6
All the above fees are inclusive of stationer's charges.	
Office copy or extract:—	
For every 100 words	0 6
Together with a charge, where a plan is required, of 1s. for every quarter of an hour (or less) employed in its preparation.	

CASES OF THE WEEK.

Court of Appeal.

DAWES *v.* THOMAS AND OTHERS—No. 1, 9th February.

TITHE RENT-CHARGE—PAYMENT BY TENANT—DEDUCTION FROM RENT—SECTION 80 OF 6 & 7 WILL. 4, c. 71.

This was an appeal by the plaintiff from a judgment of Wills, J., on further consideration, after trial with a jury at Birmingham. The action was for illegal and excessive distress. At the beginning of 1886 the plaintiff, by verbal agreement, became tenant to William Davis of a Welsh farm called Sunningbank, at an annual rent of £45, which became due on the 2nd of February and the 2nd of August in each year, but was not payable till the 14th of May and the 19th of November in each year. William Davis died before any rent became due; his successor in title was John Davis, who died on the 13th of February, 1888, having by his will devised his interest in the property to his son J. R. Davis for life, with remainders over to the defendants. J. R. Davis died in February, 1890. No agreement had been made between the plaintiff and his original landlord as to the payment of tithe rent-charge, which was, in fact, paid by the plaintiff during the whole of his tenancy. There were, however, disputes on the subject between the plaintiff and J. R. Davis, the plaintiff claiming that he was entitled to deduct from his rent the amount paid by him in respect of tithe rent-charge, and J. R. Davis refusing to allow such deduction to be made. Between April, 1886, and February, 1890, the plaintiff paid for tithe rent-charge six sums amounting to £26 4s. 3d. On the 15th of November, 1890, the defendants put in a distress for £22 10s., the half-year's rent which became due on the 2nd of February and payable on the 14th of May. The plaintiff claimed to set off against this sum the amount he had paid for tithe rent-charge; but this claim was disregarded by the defendants, and the distress was levied. The plaintiff thereupon brought this action. The question turned upon the construction of section 80 of the Tithe Act, 1836 (6 & 7 Will. 4, c. 71), which enacts that "every tenant or occupier who shall occupy any lands by any lease or agreement made subsequently to such commutation, and who shall pay any such rent-charge, shall be entitled to deduct the amount thereof from the rent payable by him to his landlord, and shall be allowed the same in account with the said landlord." The jury found a verdict in favour of the plaintiff, and assessed damages at £50. The learned judge, on further consideration, gave judgment in favour of the defendants. It was now argued on the part of the plaintiff that a tenant who has paid tithe rent-charge is entitled to deduct the amount from any subsequent rent which he may pay to his landlord, and that no difference is made by the fact that the tithe rent-charge is paid in the lifetime of one landlord, and the next rent becomes payable in the lifetime of his successor. Section 80 did not say that the deduction was only to be made from the rent then accruing due, and there was no reason for putting such a construction on the section as would place the grantee of a reversion in a better position as regards tithe than the grantor.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal. The only question which it was necessary to determine was whether a tenant who desired to avail himself of section 80 of 6 & 7 Will. 4, c. 71, was bound to deduct the sum he had paid for tithe from the next rent which became payable, or whether he could deduct it from any subsequent rent. It was clearly the meaning of the section that he was to deduct it from the next rent. The case of *Andrew* v. *Hancock* (1 Brod. & Bing. 37) was an authority in favour of this view. That case, which was decided in 1819, was on another statute, but the words were similar; and it must be assumed that when Parliament enacted the statute of Will. 4 they knew of the construction which had been put on those words, and intended these similar words to be used in the same sense.—COUNSEL, *Gwynne James; A. T. Lawrence.* SOLICITORS, *White & Son*, for *Garrold*, Hereford; *T. H. Philpots*, for *Thomas Gwynne Powell*, Brynmawr.

[Reported by F. G. RUCKER, Barrister-at-Law.]

MOSER *v.* MARSDEN—No. 2, 4th February.

PATENT—ACTION FOR INFRINGEMENT—APPLICATION OF THIRD PARTY FOR LEAVE TO DEFEND—CHANCERY OF LANCASTER RULES, 1884, ORD. 16, R. 10 (R. S. C., XVI., 11).

This was an appeal from a decision of the Vice-Chancellor of the County Palatine of Lancaster. The action was for infringement of the plaintiff's patent. The plaintiff was the patentee of an invention for improvements in gig mills, or raising machines. The machine which was the alleged infringement had been purchased by the defendant from one Montforts, who was the maker and patentee of it. Montforts applied for leave to come in as a defendant to the action, saying that a judgment against the defendant would injure him, and alleging that the defence would not be safe in the defendant's hands. The Vice-Chancellor granted the application. The plaintiff appealed.

THE COURT (LINDLEY and KAY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that the question between the plaintiff and the defendant, *as far as they two alone were concerned*, could be worked out without anyone else being brought in to take part in the action. There was no rule of law or of equity which said that the plaintiff must sue *everybody* who used those particular machines; so it was clear that that part of ord. 16, r. 10 (Chancery of Lancaster Rules, 1884), which said that the court might order the names of any parties, whether plaintiffs or defendants, "who ought to have been joined," to be added, did not apply. But then it was said that the words in the second part of the rule, which provided for adding the names of parties "whose presence before the court might be necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the cause or matter," did apply. How was that? What was the question involved? It was whether the defendant was infringing the plaintiff's patent. To understand the rule the whole of it must be looked at. It began by saying, "No cause or matter shall be defeated by reason of the misjoinder or non-joinder of parties." That was the key to the whole section: no cause was to be defeated by anything that could be remedied; and, instead of an action being defeated by the presence or absence of parties, you were to make the parties right before the court. In chancery, actions were common enough in which one person represented and acted on behalf of many, and if any one of the many could satisfy the court that the person appointed to represent them did not adequately represent the interests of the class, it was a reason for putting someone else in his place. But did the rule go further than that? Did it practically make a plaintiff litigate with everybody who might be in any way affected, however indirectly, by the action? It appeared to him that it did not. Here Montforts might, it was true, be commercially injured by a judgment against the defendant; but could it be said that he was legally? In his opinion, no. No case had been cited which went so far as saying that a plaintiff could be compelled to litigate with a person in the position that Montforts was in in the present case. The cases of *Varasseur* v. *Krupp* (22 SOLICITORS' JOURNAL, 702, 27 W. R. 176, 9 Ch. D. 351) and *Apollinaris Co.* v. *Wilson* (30 SOLICITORS' JOURNAL, 286, 34 W. R. 537, 31 Ch. D. 632) went the nearest to the present case, but not so far as to let Montforts be brought in. In his lordship's opinion the Vice-Chancellor had misconstrued the order; it was not a question of discretion, but of jurisdiction, and the appeal must be allowed.

KAY, L.J., said that he also must differ from the Vice-Chancellor, and, out of respect for his opinion, would like to add a word or two as to his grounds of differing from him. Now a judgment, if obtained, against the defendant would not affect Montforts directly—only incidentally. But Montforts said that, although such a judgment could not be pleaded in any action for an infringement of his own patent, or used except so far as it might have weight as an authority, yet, inasmuch as such a judgment would commercially injure him, he ought to be allowed to come in now and defend; and he said further, as ground for letting him come in, that the defendant would not fight as energetically, or conduct his case generally as well, as he should. In his lordship's opinion this would not do. If that contention were acceded to, it would come to this, that it would be a judge's duty to bring in parties in the position of Montforts here, for under the rule parties might be added by the court or judge "without the application of either" plaintiff or defendant. Whether this action did or did not affect Montforts incidentally and commercially, the rule was not meant to meet such a case as his. The appeal must be allowed, and the Vice-Chancellor's order discharged.—COUNSEL, *Moulton*, Q.C., and *Pankhurst; Hopkinson* and *Astbury*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *Sampson & Price*, Manchester; *E. Robinson Walker*, Manchester.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re **H. GREENWOOD, PRIESTLEY** *v.* **GRIFFITHS**—No. 2, 4th February.

WILL—LIFE INTEREST—LIMITATION OVER—DEROGATION FROM GRANT.

This was an appeal from a decision of the Vice-Chancellor of the County Palatine of Lancaster. Under the will of his father, H. Greenwood, H. P. Greenwood was entitled to a life interest in a share of the income of his estate. There was a direction in the testator's will to his trustees to deduct £50 from the share of the income of each unmarried child residing with a niece of the testator, Miss Griffiths, and to pay that amount to her in order to keep up a house in which they might reside together if they so desired. H. P. Greenwood so resided for a time, but subsequently left the house, when the £50 was no longer paid to Miss Griffiths. H. P. Greenwood next sold his interest under the will to the Liverpool Reversionary Co. (Limited), and subsequently returned to reside with Miss Griffiths. The question now arose whether the £50 again became payable to Miss Griffiths out of the income of H. P. Greenwood. In his sale of his life interest H. P. Greenwood assigned "as beneficial owner" all his estate and interest under the will. The Vice-Chancellor held that the trustees ought to pay the annual sum of £50 to Miss Griffiths out of H. P. Greenwood's share of the income so long as he resided with her. From this decision the company appealed.

THE COURT (LINDLEY and LOPES, L.JJ., KAY, L.J., dissenting) dismissed the appeal.

LINDLEY, L.J., said H. P. Greenwood had only a defeasible interest to assign to the company, and that was all he did assign. He could do no more. The covenants into which he entered "as beneficial owner" could not enlarge the subject-matter from a defeasible into an indefeasible interest. Besides, Miss Griffiths was entitled to the benefit of the £50 as long as H. P. Greenwood resided with her.

LOPES, L.J., concurred.

KAY, L.J., said he construed the will, not as a limitation over of part of the income to Miss Griffiths, but as giving a power to the tenant for life to direct part of his income to be so paid if he chose to reside with her. Consequently the attempt to exercise this power by H. P. Greenwood was a derogation from his own grant.—COUNSEL, *Neville*, Q.C., and *T. R. Hughes*; *Farwell*, Q.C., and *Arkle*; *Cozens-Hardy*, Q.C., and *Rotch*; *P. O. Lawrence*. SOLICITORS, *Gill, Archer, & Maples*, Liverpool; *Pritchard, Englefield, & Co.*, for *Barrell, Rodway, & Co.*, Liverpool.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

High Court—Chancery Division.

Re **A CONTRACT BETWEEN THE NEW LAND DEVELOPMENT ASSOCIATION (LIM.) AND JAMES FAGENCE**—Chitty, J., 4th February.

BANKRUPTCY—UNDISCHARGED BANKRUPT—AFTER-ACQUIRED PROPERTY—REAL ESTATE—CONVEYANCE BY BANKRUPT—PROPERTY VESTING IN TRUSTEE—RIGHTS OF TRUSTEE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 44, 54, 168.

This was a vendor and purchaser summons, raising the question whether real estate acquired by an undischarged bankrupt after the bankruptcy can, before the trustee intervenes, be conveyed by the bankrupt to a *bonâ fide* purchaser for value without knowledge of the bankruptcy, as to give him a good title against the trustee. The facts were shortly as follows:—William Shirley was adjudicated a bankrupt in 1888. In 1890 he took real estate by devise, and subsequently conveyed it to the vendors, who had no knowledge of the bankruptcy. The trustee did not intervene before the execution of this conveyance. In May, 1891, the vendors, being still unaware of the bankruptcy, contracted to sell the property to Fagence, the present purchaser, who searched and discovered the fact of the bankruptcy. The trustee, on being communicated with, claimed the property. The purchaser therefore took out this summons for a declaration that a good title had not been made, and for return of the deposit. Counsel for the purchaser relied on the above sections of the Act, and on *Re Rogers, Ex parte Woodthorpe* (8 Morrell's Bank. Rep. 236). Counsel for the vendors relied on the considered proposition of the Court of Appeal in *Cohen* v. *Mitchell* (38 W. R. 551, 25 Q. B. D. 262), that, "until the trustee intervenes, all transactions by a bankrupt after his bankruptcy with any person dealing with him *bonâ fide* and for value in respect of his after-acquired property, whether with or without knowledge of the bankruptcy, are valid against the trustee," and contended that the proposition applied to real estate.

CHITTY, J., said that, on the construction of the Act, apart from the authorities, it would be clear that the real estate vested in the trustee. But it was unquestionable that there had been a series of decisions on that Act and former Acts worded in the same manner which shewed that the words of the Legislature were not to be read as they stood. In other words, having regard to the subject-matter, the courts had decided that there were exceptions from the property which *primâ facie* would pass to the trustee under the Act. Such exceptions included money in a business carried on by the bankrupt and other personal property, but there was no decision that the exception extended to real estate; and for half a century, during which similar Acts had existed, no such suggestion had ever been made. The proposition laid down in *Cohen* v. *Mitchell* was wide enough to include the present case, but it was a fair observation to make on all the *dicta* in that case that they were enunciated with reference to the particular question before the court (*i.e.*, agricultural machines, which the bankrupt had dealt with in the course of his business), and having read the judgments carefully, and noticing the words "dispositions of personal or other property" in *Fry*, L.J.'s judgment, his lordship was still unable to say that the attention of the judges was anywhere directed to the case of real estate. The court was not laying down a new rule, but merely summing up in a convenient form the effect of the prior decisions, amongst which no decision as to real estate was to be found. There would be the greatest difficulty in applying the rule to real estate. The effect of such rule, if applicable, would be that the legal estate vested in the bankrupt and remained in him until his trustee intervened by oral request or written letter, and then it was said the property would pass by the statute without a conveyance. There was nothing in the statute to justify this shifting of the legal estate. His lordship said, further, that if he were satisfied that the Court of Appeal had intended to determine the question, although merely by way of *dicta*, he might have considered it his duty to adopt the proposition laid down by them, but as it was he held that the legal estate vested in the trustee immediately on the death of the testatrix when the devised property came into being, and he entirely disclaimed the idea that it first passed to the bankrupt and then shifted to the trustee.—COUNSEL, *Ingpen*; *Horace Kent*. SOLICITORS, *Beaumont, Son, & Rigden*, for *Paine & Brettel*, Chertsey, Surrey; *John Hands*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

THE AMERICAN TOBACCO CO. (GOODWIN & CO. BRANCH) *v.* **GUEST**—Stirling, J., 5th February.

TRADE-MARK—INFRINGEMENT—SMALL QUANTITY OF SPURIOUS ARTICLE PURCHASED BY INNOCENT DEFENDANT—COSTS.

This was a motion by the plaintiffs to restrain the defendants "from infringing the plaintiffs' registered trade-mark, and from selling or offering for sale any packets or boxes of cigarettes so labelled, packed, or got up as to be an infringement or colourable imitation of the plaintiffs' said trade-marks, and from selling or offering for sale or passing off any cigarettes not manufactured by the plaintiffs in boxes and packets so labelled, packed, or got up as to be a colourable or other imitation of the plaintiffs' labels and boxes as used by them as and for "Chancellor" cigarettes, or so as to induce the trade and public to believe that goods not manufactured by the plaintiffs are of the plaintiffs' manufacture," and for costs. The plaintiffs and their predecessors in title, Messrs. Goodwin & Co., had for some years manufactured and sold "Chancellor" cigarettes, having a registered trade-mark for the same. Their sole agent in England, in consequence of complaints made of the quality of cigarettes sold as "Chancellor" cigarettes, made inquiries, and discovered that spurious imitations were being sold as "Chancellor" cigarettes, in boxes which were "such a close imitation of the plaintiffs' boxes as to amount to an absolute forgery thereof." The defendants were wine and cigar merchants, and admitted that they had in January, 1892, purchased from Messrs. Edwards & Co. fifty packets containing 500 of the spurious cigarettes at a cost of 17s. 6d. They had previously purchased "Chancellor" cigarettes from the plaintiffs, and were not aware that Messrs. Edwards & Co.'s cigarettes were not genuine. The defendants were served with the writ in this action on the 26th of January, 1892, without any previous letter or communication from the plaintiffs or their solicitors. Immediately after the service of the writ they returned all the unsold packets to Messrs. Edwards & Co., and submitted to the order of the court. The plaintiffs' counsel, relying upon *Cooper* v. *Whittingham* (28 W. R. 720, 15 Ch. D. 501) and *Upmann* v. *Forrester* (24 Ch. D. 231, 31 W. R. Dig. 198), insisted upon his right to costs. For the defendants it was submitted that the action ought never to have been brought in the High Court, and the plaintiffs were not entitled to costs: *Westbury-on-Severn Rural Sanitary Authority* v. *Meredith* (30 Ch. D. 387, 33 W. R. Dig. 109), *Wittman* v. *Oppenheim* (32 W. R. 766, 27 Ch. D. 260). The defendants had acted innocently, and the action was brought for the purposes of advertisement. He asked his lordship to make a new precedent, and refuse costs in a case which amounted to oppression.

STIRLING, J., in giving judgment said that part of the plaintiffs' case was that the imitation was very close, and it was difficult to see it, as it amounted to an absolute forgery. [His lordship then stated the facts as above set out, and continued:—] I think this is not the sort of action to be encouraged. If the trade-mark has been imitated, the person to be punished is not the small retail trader, who innocently bought and sold a small quantity of the spurious articles, but the person who put the goods on the market, and it is not proper that the retail dealer should be saddled with the costs. Even in the case of *Upmann* v. *Forrester*, which was relied upon by the plaintiffs, Chitty, J., said that the result of his decision would not be "that every purchaser of a small parcel of spurious goods incurs a liability to pay the costs of an action in the Chancery Division for infringing a patent or trade-mark." There the amount of the goods sold was large, 5,000 cigars, and an order was made for the payment of costs. In this case there were only 500 cigarettes sold, at the price of 17s. 6d., and I think myself justified in excepting this from the rule laid down in *Upmann* v. *Forrester*, and I make no order as to costs. The motion was treated as the trial of the action.—COUNSEL, *Willis-Bund*; *Oswald*. SOLICITORS, *Paddison, Son, & Fullilove*; *Finch & Turner*.

[Reported by W. S. GODDARD, Barrister-at-Law.]

PINI *v.* **RONCORONI**—Stirling, J., 5th February.

PARTNERSHIP—DISSOLUTION—RECEIVER—ORDER STAYING PROCEEDINGS—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 4.

The plaintiff and defendants carried on business at Buenos Ayres and in London under articles of partnership which provided that "all doubts, difficulties, or divergencies that might arise between the partners or their representatives during the course of the partnership, or at its liquidation, or its total or partial dissolution, should be resolved and adjusted by

arbitrators, whose decision should be observed by the interested parties without any recourse of appeal to the ordinary courts of justice." The partnership term had come to an end, and the business was continued as a partnership at will. In June, 1890, the partners had the following capital in the business:—The defendant Bonacina, £30,000; Pini, £13,000; and Roncoroni, £5,000. By August, 1891, Bonacina, who had embarked in transactions on the Stock Exchange, had drawn out from the firm £33,000, more than his original capital, and the business got into difficulties. The plaintiff, on hearing of this, immediately came home, commenced an action for dissolution of partnership, and moved for the appointment of a receiver and manager of the business. The defendant, in opposition, moved that, pursuant to section 4 of the Arbitration Act, 1889, all proceedings in the action might be stayed, the parties having agreed that the matters in difference should be referred to arbitration. Counsel for the plaintiff argued that, it being a partnership at will, he was entitled to a receiver as a matter of right on dissolution: Lindley on Partnership, 5th ed., p. 548; *Thomson* v. *Anderson* (18 W. R. 445, L. R. 9 Eq. 533). The defendant Bonacina having taken out the whole of his capital, the partnership could not be carried on, and the arbitrators would have no power to appoint one partner a receiver, or any receiver: *Lingwood* v. *Eade* (2 Atk. 501). The right to a receiver was not ousted by the Arbitration Act: *Re Mackay* (2 A. & E. 356); *Harding* v. *Glover* (18 Ves. 281). The defendant's counsel submitted that he was entitled on his motion to an order staying all further proceedings (*Willesford* v. *Watson*, 21 W. R. 350, L. R. 8 Ch. 473), with liberty to apply. [Stirling, J., referred to *Compagnie du Sénégal* v. *Smith* (32 W. R. 111), where Kay, J., decided that, even notwithstanding the widest clauses of arbitration, the court has jurisdiction to appoint a receiver.]

Stirling, J., after stating the facts, continued: It is not disputed that an order should be made on the motion for a stay of proceedings in the winding up; that will include the taking of the accounts and the best mode of realizing the assets. But the plaintiff insists that he is entitled to a receiver. At first it was argued that it was an absolute right, but that places it rather too high. Lindley, L.J., says in his book on Partnership that if the partnership is already dissolved, the court appoints a receiver almost as a matter of course, and I respectfully adopt that as the true rule of law. [His lordship then stated the facts, shewing the grounds on which the plaintiff moved for a receiver.] Good grounds are here shewn by the plaintiff for no longer trusting his partner. Kay, J., decided in *Compagnie du Sénégal* v. *Smith* that the jurisdiction of the court is not ousted by section 4 of the Arbitration Act; with his reasonings I concur, and adopt them. I think in this case the plaintiff is entitled to have a receiver, but I desire to disturb the situation as little as possible. The defendant says a large portion of the London business is due to his personal exertions. While giving the plaintiff his security, can I still avoid disturbing the present position of the firm? I think so, if Bonacina proposes himself as receiver on giving security. I make an order referring it to chambers to appoint a fit and proper person or persons to be receiver and manager or receivers and managers, any party to be at liberty to propose himself. If Bonacina proposes himself, my opinion is that he is a fit and proper person, and that he must give security to the plaintiff. I also make an order staying all further proceedings, with liberty to apply. No order as to costs.—Counsel, *Maidlow; Graham Hastings*, Q.C., and *G. F. Hart*. Solicitors, *Ford, Lloyd, Bartlett, & Co.; Michael Abrahams, Son, & Co.*

[Reported by W. S. Goddard, Barrister-at-Law.]

Re **CROFT, DEANE** *v.* **CROFT**—Kekewich, J., 3rd February.

Voluntary Settlement—Power of Appointment—Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), s. 38, sub-section 2 (*c*)—Customs and Inland Revenue Act, 1889 (52 Vict. c. 7), ss. 5, 6, 11.

The question in this case was whether specific sums and the residue respectively appointed under a power contained in a voluntary settlement ought to bear rateably the duty imposed by the Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), s. 38, sub-section 2 (*c*), as amended by the Customs and Inland Revenue Act, 1889 (52 Vict. c. 7), s. 11, and the estate duty imposed by the latter Act, or whether they should be borne alone by the residue. The settlor had, under the settlement, a life interest and a power of appointment in favour of his children, and by his will he directed the trustees of the settlement to raise certain sums of money out of the settled funds in trust for some of his children, and to hold the residue of the settled funds in trust for another child.

Kekewich, J., said that certain duty had been imposed by Parliament upon property passing under a voluntary settlement under the provisions of the Customs and Inland Revenue Act, 1881, s. 38, sub-section 2 (*c*), and that, as between the Crown and the persons entitled, the property comprised in the instrument had to pay the duty, and that with this the application of the Act to this case ended. The Act made the whole property liable, and no particular portion was more liable than another. The adjustment of the duty as between the parties entitled was a matter of administration distinct from the statute or the claims of the Revenue. In considering the testator's will in this case, was there anything to shew that he intended to charge the residue with the whole duty imposed by the Act of Parliament? The charge was an overriding charge, subject to which each claimant took his interest. Failing any express words, his lordship was of opinion there was no ground for assuming that the testator intended the residue to bear the duty, and as there was no expression of intention either way, he thought the proper course was for each share to discharge its own duty.—Counsel, *Fisher*, Q.C., and *Mills; Badcock*. Solicitors, *Hunter & Haynes*, for all parties.

[Reported by F. T. Duka, Barrister-at-Law.]

Re **LAITWOOD'S CONTRACT**—Kekewich, J., 2nd February.

Practice—Summons under the Vendor and Purchaser Act—Claims for Compensation—Non-delivery of Possession—Removal of Chattels—Jurisdiction—Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78), s. 9.

A question arose in this case as to the extent of the jurisdiction of the court in determining, upon a summons taken out under the 9th section of the Vendor and Purchaser Act, 1874, claims for compensation in connection with a contract. The contract, which was dated the 20th of July, 1891, was for the sale and purchase of a house as the same then was, and "all fixtures, fittings, and decorations in or upon or about the same," and provided that possession should be given on the 27th of July, 1891. Possession was not given until the 2nd of September, 1891, and it was alleged that between the date of the contract and the 2nd of September, 1891, certain fixtures, fittings, and decorations, including brass stair rods, mantel boards, and bell ropes, were removed from the house. The purchaser accordingly took out a summons under the 9th section of the Act, and asked for a declaration that he was entitled to compensation for the neglect to give up possession on the 27th of July, 1891, and for the injury to, and deterioration of, the premises, the subject of the contract. On behalf of the vendor it was submitted that the court had no jurisdiction to consider upon the summons the claim for compensation for non-delivery of possession, or the claim for compensation for injury to, or deterioration of, the premises, so far as that claim related to the removal of such of the fixtures, fittings, and decorations as were loose chattels.

Kekewich, J., said that the question depended upon the construction of the 9th section of the Act. He considered the case came within the words "any claim for compensation" as used in that section. The objection, therefore, must be overruled.—Counsel, *Marten*, Q.C., and *Waggett; A. Dunham*. Solicitors, *Greenop & Sons; Watson & Watson*.

[Reported by John Winkfield, Barrister-at-Law.]

Re **ANTHONY, ANTHONY** *v.* **ANTHONY**—Kekewich, J., 4th and 5th February.

Administration—Judgment Debt—Land Delivered in Execution—Charge on Land—Exoneration of Personal Estate—1 & 2 Vict. c. 110—27 & 28 Vict. c. 112—Locke King's Act (17 & 18 Vict. c. 113)—40 & 41 Vict. c. 34.

On the 16th of December, 1884, a creditor obtained judgment against a debtor for payment of a certain sum of money and costs. On the 22nd of July, 1885, a writ of *elegit* on the said judgment was issued, and subsequently an inquiry was held, and certain copyhold land belonging to the debtor was delivered in execution to the creditor. On the 13th of February, 1890, the debtor died, having by his will devised the said copyhold land to W. H. A. In the administration of the testator's estate the question arose whether the devisee was entitled to have the land exonerated out of the testator's personal estate from the judgment debt, or whether he took the land subject to the debt.

Kekewich, J., said that by virtue of 1 & 2 Vict. c. 110 and 27 & 28 Vict. c. 112 the judgment debt was a charge on the land, and that it was a sum of money charged "by way of mortgage or other equitable charge" within 40 & 41 Vict. c. 34, s. 1, amending 17 & 18 Vict. c. 113. The devisee, therefore, was not entitled to have the land exonerated out of the personal estate, but took it subject to the debt.—Counsel, *Renshaw*, Q.C., and *C. E. E. Jenkins; Warrington; T. L. Wilkinson; Vernon R. Smith*. Solicitors, *Shaen, Roscoe, & Co.; Paterson, Snow, Bloxam, & Kinder; Torr, Janeways, & Co.*, for *C. Imlach*, Liverpool.

[Reported by John Winkfield, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. *v.* **THE BOLTON UNION AND STALLARD**—8th February.

Custody of Infant—Illegitimate Child—Rights of Mother—Custody of Children Act, 1891 (54 & 55 Vict. c. 3).

This case raised a question as to the rights of a mother with regard to the custody and religious training of her illegitimate female child. In 1881 the child was delivered by the mother to the care of a Mr. and Mrs. Stallard to be brought up by them, and an agreement in writing was entered into between them. The child remained with the Stallards until 1888, when, as they alleged, she went on a short visit to her mother, who refused to allow her to return. The mother contended that it was verbally agreed in 1881 that the child should be brought up as a Roman Catholic, which was her own religion, and that she removed the child on finding that the Stallards were bringing her up as a Protestant. In February, 1889, the mother, who had been leading an immoral life for some years, was sentenced to five years penal servitude for felony. The child was then transferred to the care of Mrs. Homer, the mother's sister. In November the Stallards demanded to have the child back, and obtained her from Mrs. Homer on production of the agreement of 1881. Whilst the mother was in Woking Gaol the Roman Catholic chaplain interested himself in the child, and Mr. Okes, the secretary of the Roman Catholic Rescue Society, obtained from the mother a written authority that she desired the child to be brought up as a Roman Catholic, and the child was in December, 1889, again handed over to Mrs. Homer, from whom she ran away in September, 1890, and returned to the Stallards. In November, 1890, the child was sent by the Stallards to the Bolton Workhouse, and in the following month the Bolton guardians passed a resolution to the effect that

the child should remain in their custody till she was eighteen, and that she should be boarded out with the Stallards. The mother obtained a rule *nisi* calling upon the Bolton Union and the Stallards to deliver up the child to her in order that she might be brought up in the Roman Catholic faith under the guardianship of the Bishop of Salford.

THE COURT (CAVE and CHARLES, JJ.) discharged the rule.

CAVE, J.—This rule must be discharged. I am satisfied that the order by the guardians was not well made, because there had been no desertion of this child by the mother. But this case falls within that part of section 3 of the Act of 1891 which deals with cases where the parent has allowed his child to be brought up at another person's expense. That is made out here by the clearest evidence. From 1881 to 1888 this woman allowed her child to be brought up by strangers, she never contributed to the cost of the bringing up. The child regarded the Stallards as her parents and was obviously desirous of remaining with them, and I come to the conclusion that the mother was not mindful of her parental duties. It cannot be said that this woman is a fit person to have the custody of the child. The child is thirteen years old and the mother is undergoing a term of penal servitude. She is a most unfit person, and we are therefore prevented by the terms of the Act from making an order giving the child to her. But I think section 4 applies to this case. The child is being brought up as a Protestant and the mother is desirous of having her brought up as a Roman Catholic. The mother has forfeited her parental rights, but she has not forfeited the right of having her child brought up in the religion she desires. The rule must be discharged, but we order that the child must be brought up as a Roman Catholic and sent to a Roman Catholic school.

CHARLES, J., concurred. Rule discharged.—COUNSEL, *Murphy*, Q.C., and *C. W. Mathews*; *Kemp*, Q.C., and *Austin Metcalfe*. SOLICITORS, *Torr & Co.*, for *Booth*, Manchester; *Woodcock, Ryland, & Parker*, for *Holden Holden*, Bolton.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

GUARDIANS OF THE BATH UNION (APPELLANTS) *v.* GUARDIANS OF THE BERWICK-ON-TWEED UNION (RESPONDENTS)—5th February.

POOR LAW—SETTLEMENT—DERIVATIVE SETTLEMENT—CHILD UNDER SIXTEEN—SETTLEMENT OF FATHER—BIRTH SETTLEMENT—DIVIDED PARISHES ACT, 1876 (39 & 40 VICT. c. 61), s. 35.

This was a case stated by the Recorder of Berwick-on-Tweed on an appeal against an order of removal, by which the settlement of three pauper children, all under the age of sixteen years, had been adjudged to be in the Bath Union. The facts were as follows: William Leopold Randall, the father of these paupers (who was alive, but had deserted the children), was born in the parish of St. Philip's, in the Barton Regis (Bristol) Union, in 1856, and had never done any act to acquire a settlement for himself. The grandfather of the children, Charles Randall, was born in the parish of St. Michael, in the Bath Union, in 1834. He also had never acquired a settlement. The great-grandfather of the pauper children, Ebenezer Randall, while his son Charles was unemancipated, acquired a settlement in a parish in the Bath Union. Before the Recorder the appellants contended that the father, being unable to maintain his children, must be regarded as the real pauper, and that, therefore, the real inquiry was as to the settlement of William Leopold Randall; that he was a "child" within the meaning of the 3rd clause of section 35 of the Divided Parishes Act, 1876, and that since it could not be shewn what settlement he derived from his father Charles without inquiring into the settlement which Charles derived from his father, Ebenezer Randall, the said William Leopold Randall must be deemed to be settled in the parish in which he was born, and that such parish was, therefore, the settlement of his infant children. The respondents contended that the inquiry was not as to the settlement of William Leopold Randall, but as to the settlement of the actual paupers, his children, who were under sixteen years of age; that the provisions of the Divided Parishes Act, 1876, s. 35, had no application to the case of children under sixteen years of age; that the true settlement, whether derivative or not, of the said children must be sought for, and that such true settlement was the settlement derived by the said William Leopold Randall from the said Charles Randall, whether the settlement of the said Charles Randall was itself a derivative one or not. The Recorder held that the respondents were right in their contentions, and dismissed the appeal. The question for the court was whether the appellants were right in contending that the real inquiry in this case was as to the settlement of William Leopold Randall, and that his place of settlement was subject to the provisions of section 35 of the Divided Parishes Act, 1876, which provides that "no person shall be deemed to have derived a settlement from any other person, whether by parentage, estate, or otherwise, except in the case of a wife from her husband and in the case of a child under the age of sixteen, which child shall take the settlement of its father or of its widowed mother, as the case may be, up to that age, and shall retain the settlement so taken until it shall acquire another. An illegitimate child shall retain the settlement of its mother until such child acquires another settlement. If any child in this section mentioned shall not have acquired a settlement for itself . . . and it cannot be shewn what settlement such child . . . derived from the parent without inquiring into the derivative settlement of such parents, such child . . . shall be deemed to be settled in the parish in which he . . . was born." The following cases were cited:—*Reigate Union* v. *Croydon Union* (38 W. R. 295, 14 App. Cas. 465), *West Derby Union* v. *Atcham Union* (38 W. R. 361, 24 Q. B. D. 117), *Dorchester Union* v. *Poplar Union* (36 W. R. 706, 21 Q. B. D. 88), *Manchester Union* v. *Ormskirk Union* (38 W. R. 778, 24 Q. B. D. 678), *West Ham Union* v. *Overseers of St. Giles-in-the-Fields* (25 Q. B. D. 272), *Reg.* v. *Bridgnorth Union* (31 W. R. 429, 11 Q. B. D. 314).

The judgment of THE COURT (LAWRANCE and WRIGHT, JJ.) was delivered by

WRIGHT, J.—The question is, what is the settlement of certain children under sixteen years of age, and therefore born since the commencement of the Divided Parishes Act, 1876, but whose father is living, and was born before that date. The first paragraph of section 35 of that Act unquestionably applies to the children, and therefore their settlement is at present that of their father. The question in the case, therefore, becomes the question what is the settlement of the father. If the third paragraph of section 35 applies to him for the purposes of this case, then his settlement is, for the purpose of this case, the place of his birth—that is, in the Barton Regis Union, and not in the appellant union, and the settlement of the children follows. Section 35 as interpreted by the House of Lords in the case of *Reigate Union* v. *Croydon Union* (and, as if there were no authority, we should interpret it), appears to be a code of transmitted *status* in relation to settlement, and to mean, so far as material, that every person, as to whom any question of his settlement arises, whether in relation to a question of his own removal or in relation to a question of the settlement or removal of any children who derive settlement from him, is, after he has passed the age of sixteen, to be deemed settled in the place of his birth, unless a primary settlement can be found for his own parent. In the present case the father of the children is over sixteen, and no primary settlement can be found for the father's parent, and therefore, if the above view is correct, the settlement of their father is the place of the father's birth—that is, in the Barton Regis Union. The great doubt we have felt was whether section 35 was retrospective. To give it a fully retrospective effect might be to disturb settlements which have been acted on. But in *Westbury* v. *Barrow* (26 W. R. 372, 3 Ex. D. 88), section 35 has been held to be retrospective; and, even apart from that authority, it may well be that for the purpose of determining the settlement of children born after 1876 their father's settlement is governed by section 35, even though their father's settlement for purposes of his own removal might not be affected by section 35 of the Act of 1876, by reason of his having been born before that Act, and all possibility of hardship or confusion from a retrospective construction appears to be prevented by section 36, and even without it might be avoided by holding the enactment to be fully retrospective for all purposes except only as regards adjudications made before the commencement of the Act, following the distinction noted by Wills, J., in *Phillips* v. *Eyre* (L. R. 6 Q. B. 1) between retrospective and *ex post facto* legislation. On the whole, therefore, we think that the children are not settled as alleged by the respondents, but in the Barton Regis Union. The appeal therefore succeeds.—COUNSEL, *Poland*, Q.C., *R. C. Glen*, and *Blake*; *Tindal Atkinson*, Q.C., and *Boyd*. SOLICITORS, *Pilgrim & Phillips*, for *I. Williams*, Bath; *E. Bromley*, for *Willoby & Peters*, Berwick-on-Tweed.

[Reported by T. R. C. DILL, Barrister-at-Law.]

MICHIELS *v.* EMPIRE PALACE CO.—10th February.

PRACTICE—ACTION BY PERSON NOT ORDINARILY RESIDENT IN ENGLAND—SECURITY FOR COSTS—DISCRETION—ORD. 65, R. 6*a*.

This was an appeal from a decision of Pollock, B., in chambers refusing to order the plaintiff to give security for costs. The plaintiff was a Frenchman resident in Paris who in November, 1891, brought over a troupe of players to give performances at the Empire Theatre, and he sued the defendant company for damages for breach of contract in respect of those performances. The defendants alleged in their affidavit that the defendant did not reside in England and had no property within the jurisdiction. The plaintiff did not deny the later allegation, but swore that he was now resident in London and had no present intention of returning to Paris.

THE COURT (CAVE and CHARLES, JJ.), dismissed the appeal.

CAVE, J., said: If this case had come before me in the first instance I should have ordered the plaintiff to give security, but the rule is discretionary, and Pollock, B., has come to the opposite conclusion. We ought not to overrule his decision unless we are of opinion that he has exercised his discretion upon a wrong principle, and I do not think he has done so.

CHARLES, J., concurred. Appeal dismissed.—COUNSEL, *Terrell*; *Bremner*. SOLICITORS, *Mossop & Rolfe*; *Ashurst, Morris, & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

ANDERSON *v.* GORRIE—10th February.

PRACTICE—APPLICATION TO STRIKE OUT STATEMENT OF CLAIM—R. S. C., XXV., 4.

This was an application by the defendants under ord. 25, r. 4, to set aside the plaintiff's statement of claim, on the ground that it disclosed no reasonable cause of action. The plaintiff by his statement of claim alleged that the defendants, who were the judges of the Supreme Court of Trinidad and Tobago, falsely and maliciously and without reasonable and probable cause entered upon a prosecution of the plaintiff by directing to be issued and served upon him a rule calling upon him to shew cause why he should not be dealt with for contempt of the Supreme Court of Trinidad and Tobago in having forwarded to the governor for transmission to the Queen in Council a false, scandalous, and untrue petition reflecting upon the defendants. The statement of claim also alleged that no application was made to the defendants for the issue of this rule; that no person appeared in support of it; and that the defendants had no evidence before them of the alleged contempt. The defendants' application having been referred by the master to Pollock, B., in chambers, was referred by him to the court.

THE COURT (CAVE and CHARLES, JJ.) dismissed the motion.

CAVE, J., said: The defendants' application cannot be acceded to, not because they may not ultimately be successful, but because on an applica-

tion to strike out a statement of claim and stay proceedings it must be clearly shewn that there can be but one possible result to the action, not where a long argument and the citing of numerous cases is necessary to prove to the court that the action will not succeed. That is the object of ord. 25, r. 4. Numbers of actions are brought in which it can be shewn that the plaintiff will probably fail, but if we held that the defendant in every such case could make an application like this, we should be giving a meaning to the rule which was not intended.

CHARLES, J., concurred. Motion dismissed.—COUNSEL, *Shepherd Little; Edward Pollock; Morten* and *Gwynne James*. SOLICITORS, *Burgoyne, Watts, & Co.; Laundy, Son, & Kedge; James White*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

WHEAT *v.* **BROWN**—2nd February.

MARGARINE ACT—"EXPOSURE FOR SALE"—PACKAGE OF MARGARINE CLOSED OR WRAPPED UP—SALE OF—MARGARINE ACT, 1887 (50 & 51 VICT. c. 29), s. 6.

Appeal by case stated by justices of the peace for West Hartlepool, in the county of Durham. An information was laid on the 19th of October, 1891, by Thomas Wheat in the borough of West Hartlepool, in the county of Durham, against Benjamin T. Brown, of the same place, "for that he did on the 22nd day of September, 1891, expose for sale by retail a parcel of margarine to which there was not attached in such manner as to be clearly visible to the purchaser a label marked in printed capital letters not less than one and a half inches square—Margarine, contrary to the form of the statute in such case made and provided." The justices duly heard and determined this information and dismissed the same. The facts of the case as proved before the justices were stated as follows:—The informant is inspector of nuisances for the borough of West Hartlepool, and on the 22nd of September, 1891, he went to the shop of the defendant, who carries on business as dealer in butter, margarine, &c., under the style of the "Danish Butter Co.," in West Hartlepool. Before entering the shop he observed affixed to the window of the shop, and visible from the outside, two placards, on one of which were the words, "Danish Butter Co., 1s. lb. speciality," and on the other the words, "Danish Butter Co., Margarine, 6d." On entering the shop he asked the defendant for a pound of shilling butter. The defendant thereupon handed to him a package, which defendant took from amongst a number of other similar packages, which were in view of the purchaser on a counter or shelf behind the defendant, and for which he paid the defendant one shilling. The informant could not see what was inside the package sold to him, or any of the other packages from amongst which it was taken, owing to each package being wrapped up. The informant then stated to the defendant that he was inspector of nuisances and inspector under the Sale of Food and Drugs Act, and intended to have the butter analyzed by the public analyst, whereupon the defendant said, "It is sold as Danish Mixture." Informant replied, "Where is your label?" and the defendant then drew his attention to the wrapper of the package handed to him, on which the word "Margarine" was printed in letters of about a quarter of an inch square. There was no label marked in printed capital letters, not less than one and a half inches square, "Margarine," attached to the package sold to the informant, or in fact to any of the packages from amongst which it was taken, in such a manner as to be clearly visible to the informant. There was, however, margarine exposed in the shop window with such a label attached thereto. The informant in due course had the contents of the packet sold to him analyzed by the public analyst, whose certificate shewed that it was "margarine" as defined by the Margarine Act, 1887. By section 6 of the Margarine Act, 1887, it is enacted that "every person dealing in margarine in the manner described in the preceding section shall conform to the following regulations:—Every package, whether open or closed, and containing margarine, shall be branded or durably marked "Margarine" on the top, bottom, and sides, in printed capital letters not less than three quarters of an inch square, and if such margarine be exposed for sale by retail, there shall be attached to each parcel thereof so exposed, and in such manner as to be clearly visible to the purchaser, a label marked in printed capital letters, not less than one and a half inches square, 'Margarine,' and every person selling margarine by retail, save in a package duly branded or durably marked as aforesaid, shall in every case deliver the same to the purchaser in or with a paper wrapper, on which shall be printed, in capital letters not less than a quarter of an inch square, 'Margarine.'" This information was laid under the second part of the section. Section 4 imposes penalties on persons dealing in margarine who are found guilty of offences under the Act. The justices said: Having regard to the remarks of Cave, J., in the case of *Crane* v. *Lawrence* (which was a case under the same section), that "It is clear that the intention of the statute is that there should be an exposure to the purchaser in order that he may see what the article is and may know what he is buying, and may not buy a portion of some article which he sees in the shop and asks for without ascertaining what it really is" (see 25 Q. B. D. 154), and that "The Act in effect says if you expose this stuff in the shop so that purchasers, seeing the tempting appearance, may be induced to buy, there must be a label attached to inform them what it really is" (see 54 J. P. 472), and also the remarks of Smith, J., in the same case, that "If the margarine is put in the shop for sale, and put in a place where it is visible to customers, then it is exposed for sale within the meaning of the Act and must be labelled, but unless it is thus exposed to view the Act does not apply" (see 25 Q. B. D. 155), the justices were of opinion that in order to constitute the offence alleged in the information and an exposure for sale within the meaning of the 6th section of the Act, there must be an exposure of the margarine itself to view, and not merely of the package containing it; and believing that the Legislature, by using the word "package" in the first part of the section and the word "parcel" in the second part of the section, intended to draw a distinction between a "package" containing margarine and a "parcel" of margarine, and used the word "parcel" in its literal sense of a "portion or quantity," they came to the conclusion that in this case there had not been an exposure for sale of the margarine within the meaning of the 6th section, and they dismissed the information, and the question now was whether the justices were right in their decision.

THE COURT (LAWRANCE and WRIGHT, JJ.) held that the justices were wrong in the decision they came to; that they refused to convict solely and expressly on the ground that to constitute an exposure for sale there must be an exposure of the margarine itself to view and not merely of the package containing it; that this was a wrong view of the section; and that the case must be remitted to the justices with the intimation of the opinion of the court thereon. Case remitted accordingly.—COUNSEL, *Danckwerts; Robson*. SOLICITORS, *C. E. Baker*, for *Simpson*, Hartlepool; *Nash, Field, & Withers*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

REG. *v.* **COL. BYRDE AND OTHERS (JUSTICES)**—4th February.

LICENSING JUSTICES—COURT OF SUMMARY JURISDICTION—MANDAMUS TO STATE A CASE.

In this case, in which an order *nisi* had been obtained for a rule in the nature of a *mandamus* to justices sitting as a general annual licensing meeting to state a case, the point was raised as to whether such a meeting was a court of summary jurisdiction, and, therefore, as to whether such a rule would lie. It was pointed out by counsel for the respondent justices that this application to state a case was made under section 33 of the Summary Jurisdiction Act of 1879, and that the same point had arisen in the case of *Reg.* v. *Justices of Glamorganshire* (*ante*, 232), before Lawrance and Wright, JJ., and further that in that case their lordships had held that licensing justices were a court of summary jurisdiction, but the learned counsel at the same time suggested that important considerations did not appear to have been before the court in that case which would apply here. If that decision remained unquestioned great difficulties would arise, and the effect would be that on a case stated it would be an appeal on which only one side could be heard, there being no respondent in a licensing case. In the case of *Smith* v. *Butler* (16 Q. B. D. 349) the justices appeared, but the court held that it was clear that justices have no right to be heard in support of their decision upon the argument of a case stated by them under the Summary Jurisdiction Act, 1879. Section 5 of 20 & 21 Vict. c. 43 provided that an application could be made for a *mandamus* calling upon the justices and the respondent to shew cause, but if there was no respondent the rule should not be granted. It had, however, been held by Wright, J., in *Reg.* v. *Justices of Glamorganshire* that under section 31 of the Summary Jurisdiction Act of 1879, which required notice of appeal to be served on the other party and on the clerk of the court, the words "other party" must mean "other party, if any." The learned counsel then read the definition of court of summary jurisdiction in section 50 of the Summary Jurisdiction Act, 1879, and section 7 of the Summary Jurisdiction Act, 1884, now repealed by the schedule of the Interpretation Act, 1889 (52 & 53 Vict. c. 63), and re-enacted in section 13, sub-section (11), of that Act, and pointed out that his argument against the view taken by the court in that case was that in order to constitute licensing justices a court of summary jurisdiction they must get their "authorization to act" in licensing matters from the Summary Jurisdiction Acts; there were cases of offences against the licensing laws where they were acting under the Licensing Acts but authorized to convict under the Summary Jurisdiction Acts. Further, all through the Summary Jurisdiction Acts, and the cases upon the subject, the matter arose upon "information or complaint." The point seemed never to have been discussed since *Garetty* v. *Potts* (40 L. J. Ch. 1), when a case was stated by licensing justices under 20 & 21 Vict. c. 43 and determined, but on its coming to the notice of the judges that the matter did not arise "on information or complaint" the next case of a similar nature (*West* v. *Potts*) was ordered to be struck out.

THE COURT (HAWKINS and WILLS, JJ.), however, considered that they were bound by the decision in *Reg.* v. *Justices of Glamorganshire*, and they made the rule for a *mandamus* absolute. But as they felt that there were considerations which placed considerable difficulties in the way of the view taken by the court in that case, and that it was desirable to have the point settled by the Court of Appeal, they directed that the rule should lie in the Crown Office for a fortnight in order that it might be arranged that the Attorney-General should be communicated with, with a view to an appeal in the present case. The merits of the case were not gone into.

WILLS, J., added that as at present advised he did not see his way to accepting the proposition that there could be an appeal upon which only one party could be heard.—COUNSEL, *W. Daniell; J. Paterson* and *C. H. Glascodine*. SOLICITORS, *Le Brasseur & Oakley*, for *Le Brasseur & Bowen*, Pontypool; *Few & Co.*, for *Bythway & Son*, Pontypool.

[Reported by J. P. MELLOR, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. John Hunter in the chair. The other directors present were Messrs. W. Berjah Brook, H. Morten Cotton, Robert Cunliffe, R.

Pidcock (Woolwich), E. W. Williamson, and J. T. Scott (secretary). A sum of £376 was distributed in grants of relief; nine new members were admitted to the association; and other general business was transacted.

UNITED LAW SOCIETY.

February 8.—Mr. Browne moved: "That the appellate jurisdiction of the House of Lords is unnecessary and pernicious, and should be forthwith abolished." Mr. S. Williams opposed, and Messrs. Atkin, Le Maistre, Symonds, Lewis, Smith, Common, Elliman, and Bagram also spoke. The motion was lost by five votes.

WAKEFIELD INCORPORATED LAW SOCIETY.

The annual meeting of the members of this society was held on 7th January, Mr. Williams (president) in the chair.

Mr. Plews, the secretary, read the report of the committee. The treasurer's accounts were produced.

Mr. Williams, the retiring president, delivered his address to the members.

Moved by Mr. Atkinson, seconded by Mr. Horne:—"That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated amongst the members."

Moved by the President, seconded by Mr. Beaumont:—"That for the current year the treasurer do pay out of the funds of this society, to the Incorporated Law Society of the United Kingdom, the subscription of each member of this society, so as to make him a member of the Incorporated Law Society."

Proposed by Mr. Horne, seconded by Mr. Smith:—"That the committee be requested to take into consideration the question of reducing the rate of subscription now payable by the younger members of the profession as members of the society."

Proposed by Mr. Atkinson, seconded by Mr. Plews:—"That Mr. Herbert Beaumont be elected president for the current year."

Other officers and committee were elected.

Proposed by Mr. Smith, seconded by Mr. Wordsworth:—"That the best thanks of the members be tendered to the president for his address read at this meeting, and to the president and the officers of the society for their services during the past year."

The business of the meeting was concluded by a vote of thanks to the chairman.

The following are extracts from the report of the committee:—

Membership.—The membership of the society steadily increases, and now consists of four honorary members, fifty members, and twelve subscribers to the law library.

Arbitration under the Society's Conditions of Sale.—For the second time in the history of the society a dispute arose out of a sale by auction of some land and houses (at Morley), which had been offered for sale subject to the society's general conditions of sale, and, pursuant to the fifteenth condition, the matter was referred to the president and vice-presidents of the society. Owing to Mr. W. V. Dixon (one of the vice-presidents) being unable to attend the hearing, Mr. Henry Chalker was appointed to act in his stead. The president (Mr. Williams) and Messrs. W. H. B. Atkinson (vice-president) and Henry Chalker sat as arbitrators (Mr. Plews acting as clerk), at the law library, on the 22nd July, 1891, when the hearing was proceeded with. The subject of the arbitration was a claim for compensation by a purchaser who, after purchasing at the sale, ascertained before completion that the advertised measurement of the premises purchased by him was much in excess of the actual measurement. After hearing the claimant, who was represented by counsel, and the solicitors for the vendor, the arbitrators suggested that the case was a very proper one for settlement between the parties themselves, and this resulted in the parties coming to terms without the arbitrators having to give an award. Though many occasions have not presented themselves requiring the provisions of the fifteenth condition to be brought into operation, your committee believe it to be a most useful condition, and in the two cases referred to the society one result has been, not only an expeditious settlement, but a great saving of costs of litigation to both parties.

Enclosure Awards.—Your committee have had under consideration the advisability of approaching the West Riding of Yorkshire County Council with a view to having the whole of the enclosure awards (with the schedules and plans) relating to property in the West Riding of Yorkshire printed for publication. The different law societies in the West Riding have been written to on the subject, and your committee have arranged for a meeting of representatives from those societies, so that the proposal may be fully discussed, and, if possible, their co-operation and support obtained in making the application to the council. Promises of support have already been given, but your committee are wishful that the application should be as nearly unanimous as possible. If the County Council can be induced to take the matter up, the printing of the awards, schedules and plans will be of great public benefit, and should be of considerable advantage to the profession, as well as to general and local archæological societies, as the awards contain so much information affecting not only the public generally, but also the landed proprietors, as to public and accommodation roads, bridle roads, footpaths, private easements, and the minerals, and other things of a kindred nature.

INCORPORATED LAW SOCIETY FOR CARDIFF AND DISTRICT.

The following are extracts from the report of the committee:—

Membership.—The members in 1891 numbered ninety-six, and there were twelve subscribers to the library in that year. This shows an increase over the year 1890.

Education of Articled Clerks.—Your committee have also had under their consideration the desirability of improving the legal education of articled clerks. Your committee would gladly see the establishment of law classes and lectures for the advancement of the education of articled clerks in Cardiff, and are ready to aid those objects, but the funds of your society are totally insufficient to allow of any part being applied towards them. If the money were forthcoming there would be no difficulty in following the course adopted in several of the largest towns where lectures and classes have been established, and towards which grants from the Incorporated Law Society of the United Kingdom are made. It also occurs to your committee that a professorship of law and history might be well established at the "University College for South Wales" situated in Cardiff if the funds were forthcoming.

THE EXTENSION OF OFFICIALISM.

The following is the report of a special committee of the Incorporated Law Society as to recent and possible future extensions of officialism in the administration of the affairs of private individuals or corporations at the expense of the community, and particularly in connection with the Companies (Winding-up) Act, 1890:—

Public attention has recently been often called to, and frequent complaints have appeared of, the growth and threatened increase of officialism or Government monopoly in the management of private business. The public have been threatened with various schemes of officialism, which, if adopted, would have the effect of throwing a great deal of the work now satisfactorily performed by private individuals into the hands of Government departments, without any advantage to the community at large, probably at considerable cost to the public, and certainly to the great detriment of the individuals concerned. It is thought advisable, therefore, at this time to offer some remarks on the facts and arguments bearing upon such changes, with a view to lead the public to look more narrowly into the matter. The question for consideration is whether it is for the benefit of the community that a Government monopoly of an extensive character should be created and made compulsory for the conduct of private business, and whether the changes in that direction already effected by the Companies (Winding-up) Act, 1890, should be still further extended by a transfer of the Chancery jurisdiction. The public desire to manage their private affairs in their own way and without official interference or control, and popular feeling is not in favour of an extension of the official system of administration in competition with private enterprise. This was shown in the case of the recent attempt of the Post Office to interfere with the operations of the Boy Messengers Co., which did not enlist the sympathies of the public; indeed, public opinion was so much against the department that a compromise with the Boy Messengers Co. was found to be desirable. The fact that the official system as it is now being pressed forward does amount to a monopoly of a serious character is evident from the circumstance that the change is apparently not desired on public grounds, but with a view of converting the bankruptcy department of the Board of Trade, which has not been a financial success, into a paying department. The subject is now engaging public attention in connection with the Companies (Winding-up) Act, 1890, which has already handed over a vast amount of work to an official department, and under which also, and apparently with a view to facilitate the more active interference of that department, it is now proposed to take away the winding-up jurisdiction from the Chancery Division. That it is no exaggeration to say that the amount of the work which has already been so dealt with is vast is proved by a public statement recently made by one of the officials to the effect that within the previous three weeks over half a million letters, papers, and communications had been sent out by the officials in connection with the Winding-up Act. Many of these letters and communications would doubtless have been unnecessary except for official routine, which involves needless expense and trouble; but the point is that the necessary part of the business, previously to the passing of the Act of 1890, would have been conducted by private persons under the direct control either of one of the judges of the High Court, or of the creditors and shareholders personally interested in the subject matter of the business. The amount of the business interfered with is further proved by the scale of remuneration authorised by statute for the official department, which amounts in single cases to thousands of pounds; and in one case, had the final liquidation remained with the department, the remuneration was estimated according to the then authorised scale at £35,000. Since the Act came into operation on the 1st January numerous orders for winding-up of companies by the Court have been made. In all these cases an official receiver of the bankruptcy department of the Board of Trade becomes provisional liquidator compulsorily by virtue of the Act; and in several cases the final office of liquidator has already been left with the official department.

It is only in the last few years that a marked tendency has been noticed towards an increased officialism. Perhaps the most striking instance of a recent extension of the system of administration of business by means of Government officials occurred in 1883, when the Bankruptcy Act created a revolution in the administration of bankruptcy estates by compulsorily taking away the business from the persons who had previously been employed by the creditors and handing the work over to Government officials. It was stated in 1883 that it was hoped that the fees earned by the department would make it self-supporting. This hope has not been realised, as the department last year cost the taxpayers of the country upwards of £37,000, in addition to absorbing about £18,000, the income from an unclaimed dividend fund, and besides the very large commissions received from

bankrupts' estates at the expense of the creditors. Notwithstanding this experience, an extension of the official system has been, as above mentioned, sanctioned by the Companies (Winding-up) Act, 1890, which has handed over the provisional liquidation of the affairs of every company ordered to be wound up compulsorily to the bankruptcy officials, with whom consequently the administration of the liquidation of every company now rests during its early and most important stages. The provision in the Companies (Winding-up) Act, 1890, above referred to authorises the transfer of the jurisdiction of the Chancery Division of the High Court of Justice in winding-up matters to one special judge or to the bankruptcy judge, and a new arrangement as to the transaction of winding-up work in one set of chambers. Such a provision would not have been insisted upon in the absence of a preconceived plan to alter the existing system; and apprehension may reasonably be entertained lest the zeal of the bankruptcy department should lead to pressure being put on the judicial authorities with the view of placing all liquidations under the control of that department. And in view of this possibility, it is deemed desirable to offer here some general remarks on the consequences which the change may entail, in order that the subject may receive the fullest consideration by the public before such a change is made. The proposed transfer of the winding-up business from the Chancery Division is obviously a further step following on the changes already actually effected by the Companies (Winding-up) Act, 1890, in the direction of officialism, and with a view to facilitate the substitution of officials for private individuals in the administration of company liquidations. It therefore tends towards a transfer to an official department of administrative work which experience has shown is better left in the hands of the persons whose interest it is in each particular case to look after their own affairs. The change is not called for in any way by the public, and it has not, it is believed, been suggested by the judges, but appears to emanate from the particular department which it will benefit, while it is backed up by the weight and influence of the very strong department to which this particular department is attached. And it is a return to an official system of administration which has been long and often tried and as often discarded. When the Companies (Winding-up) Act, 1890, was brought into Parliament by the Bankruptcy department of the Board of Trade the objections on public grounds to the general policy of the Bill as introducing official interference in the administration of private affairs, and to its particular provisions, were urged in the Grand Committee on Trade, and amendments were proposed. But the opposition, although strongly supported, was powerless to resist the influence of the Board of Trade, and a great extension of official administration was legalised and rendered compulsory. One of the subjects of discussion at that time was the further proposal to take away the jurisdiction of the Chancery Division in the winding-up of joint-stock companies. An actual and immediate transfer was successfully resisted; but power was insisted upon and obtained (by the 2nd and 3rd sections of the Act) to transfer by General Order, without any further Act of Parliament, the jurisdiction from the High Court to such judge [or judges] of the Chancery Division as might be assigned, or to the bankruptcy judge. This power was much opposed and might have led to the defeat of the Bill, if it had not been for an assurance given in Grand Committee that there was no present intention of an attempt to take away the jurisdiction from the Chancery Division. Although this assurance may not have amounted to a Parliamentary pledge, the Act was obtained in reliance upon the statement so made, and it seems scarcely consistent with good faith that the transfer of the winding-up business from the Chancery Division should have been proposed almost directly after the coming into operation of the Act of 1890, and in the absence of any fresh circumstances calling for a change. The terms of the 2nd section of the Companies (Winding-up) Act, 1890, as ultimately passed, are as follows:—"Subject to general rules and to orders of transfer made under the authority of the Supreme Court of Judicature Act, 1873, and the Acts amending it, the jurisdiction of the High Court under this Act shall, as the Lord Chancellor may from time to time by general order direct, be exercised either generally or in specified classes of cases either by such judge or judges of the Chancery Division of the High Court as the Lord Chancellor may assign to exercise that jurisdiction, or by the judge who for the time being exercises the bankruptcy jurisdiction of the High Court." Under this section the Lord Chancellor, in November, 1890, issued a general order that the jurisdiction should, until further order, continue to be exercised by the judges of the Chancery Division having chambers attached. For the convenience of business the Lord Chancellor has occasionally transferred actions from one judge, whose list is overburdened, to another. But it may safely be said, that never before has a power, involving such extensive consequences, and, if unwisely exercised, so much public inconvenience, been left in the hands of a single judicial authority.

Some of the objections to the proposed transfer may be recapitulated. No public or judical demand for a change appears to exist, nor is there any complaint of the manner in which the business has been done under the personal direction of the Chancery judges for the last thirty years. The proposal seems to emanate entirely from the Board of Trade as part of a general change, giving to the department a large amount of private administrative work, with corresponding remuneration to be drawn either from the private estates administered or from the public purse, without any corresponding benefit to the persons directly interested. The winding-up of the affairs of joint-stock companies is of great importance. The assets with which a liquidator has to deal are very large, amounting in some cases to millions. Two cases have occurred within recent years—the Albert Life and European Life Insurance Companies—in which, by special Act, a private arbitrator, the late Earl Cairns, was assigned, so numerous and complex were the matters involved. As things are now tending, such cases would compulsorily devolve on the official department, with probably disastrous results. In one recent case, where the liquidation commenced in August, 1891, and the first meeting was held on December 1, 1891, it appears from the reports in the public newspapers that the official department had sent out 250,000 letters, notices, &c., and that over 80,000 letters, proofs, proxies, &c., had been received. It is of the highest importance that any transfer of the business from the Chancery Division should be preceded by a public investigation into the amount and nature of the business proposed to be transferred, and the number and expense of the officials and assistants who would be necessary to conduct it efficiently. An experiment should not be tried in a shape which would make it difficult or impossible to revert to the system which has for many years given satisfaction. The Chancery Division possesses judges of great experience, with numerous chief clerks and sufficient staffs trained by long practice to deal promptly and efficiently with the questions which arise at the outset and during the progress of a liquidation. They are assisted by counsel and solicitors, not only versed in the particular law and practice of joint-stock company administration, but also familiar with the questions of general law and practice which winding-up business involves. All this existing machinery, and a system which has been perfected through an experience of thirty years by the labours of successive judges of great eminence, and of chief clerks of long experience, will be thrown away if the business is transferred. No single judge or staff exclusively engaged in one branch of administrative business can be so efficient or equally command the confidence of the public as a tribunal accustomed to deal also with general legal work. The value of the decisions of the Appeal Court is enhanced by the fact that the Lords Justices, or a majority of them, have previously to their appointment had long practical experience in liquidation cases. This advantage would in the future be lost if such questions were exclusively assigned to one judge. Such a judge would of necessity, on account of the amount of the business, have to delegate a large portion of his work to registrars or subordinate judicial functionaries, whose decisions could not be regarded with anything like the confidence inspired by decisions of the judges of the High Court. Actions by mortgagees and debenture-holders, or by secured creditors, and many other proceedings, would still have to be commenced in the Chancery Division. Although these proceedings might possibly be transferred to the judge having bankruptcy jurisdiction, if he were a judge of the Chancery Division, there would seem to be no such power if he were attached to the Queen's Bench Division. Conflict of jurisdiction and needless expense and waste of assets would be caused if the administration of unpledged assets in a winding-up were severed from property in mortgage. This mischief may especially arise where uncalled capital is mortgaged, as very frequently occurs. It is of the highest importance that questions of such varied character and importance as arise in company liquidations should receive as hitherto the attention of all the judges of the Chancery Division in their turn, and also of the whole of the Equity Bar. Such cases often involve other equitable considerations, such as questions of liens and priorities, of rights and liabilities between different classes of shareholders and contributories, of civil liabilities of directors, promoters, and others, and numerous other branches of equity law. An official department cannot be expected to be implicitly guided by the opinion of a judge, as liquidators have hitherto been. For thirty years it has been known and recognised that an official liquidator in every case of doubt was carrying out the personal directions of a judge of the High Court. A liquidator who acted without such sanction, or omitted to seek directions in cases of doubt or urgency, would have incurred serious responsibility and would not again have been trusted by the court. In cases of dispute as to any question of administration, the judge's opinion, given judicially and after hearing both sides, was accepted as final. And, however large the amount involved, the judge, after hearing the parties, could and did act at once. Under an official administration the officials might or might not be guided by judicial authority, or by recognised legal principles. A Government department is not a court of justice, and is likely to make a law, and certain to make a code of practice, for itself. This danger may be all the greater when the department at the moment happens to be strong and energetic. The administration of the private rights involved in a winding-up should follow settled rules of law, or it will not in the long run command public respect. The Bankruptcy Act, 1883, section 21, sub-section 5, provides that the official receiver shall not (save as provided in special cases) be the trustee of the property of a bankrupt. The creditors are not allowed to elect the official receiver trustee of the estate. But the Companies (Winding-up) Act, 1890, contains no such provision, and no restriction is imposed upon the final liquidation of a company being left to the officials of the department. If all winding-up business was transferred to one set of chambers although the work might possibly be reduced under section 13 of the Act of 1890) a numerous and highly paid fresh staff of senior and junior clerks would be required, either selected from the present officials, or newly appointed. This would either interfere with other business in the existing chambers or throw additional burdens on the public exchequer, or entail extra expense upon the private estates of companies in liquidation. If the business is taken away from the Chancery judges and their officers and handed over to an official department, then the new class of officials which would be necessary could not afterwards be displaced without compensation or injustice. When once an official system, with its necessary accompanying establishments, has been created, subsequent change becomes difficult, and the abolition of the system, if found unsatisfactory, almost impossible. At the same time the continued existence of an office not fully occupied and apart from expense is in itself a source of danger to the public, as likely to lead to the diversion of other business. By way of illustration of this danger, it may be mentioned that the bankruptcy department of the Board of Trade has already jurisdiction in certain cases to administer the insolvent estates of deceased persons; and it is easily conceivable that the department, if on the look-out for other sources of official income, might seek to obtain compulsorily the administration of all property of deceased persons wherever judgment is given for the estate to be administered under the orders of the court.

It may be useful to add some further observations on the changes already legalised by the Companies (Winding-up) Act, 1890, as to which experience so far justifies the opposition which was offered to the measure in Parliament. In the case of every order for the winding-up of a company by the court, the Board of Trade, an official department not under the direction of any court, at once steps in, not merely to investigate and punish wrong-doing, but to take possession of and administer the property during an interval which may last for weeks, or even for months. During this period the creditors and shareholders have no voice in their own affairs and are not convened or called together. Under the previous system the leading creditors and shareholders met and selected their own committee or representatives, and, where necessary, an independent provisional liquidator was appointed by the court, which found no difficulty in ascertaining the opinions of the parties concerned or in giving due weight to those opinions. The court had also, after trial, found a means to check improper canvassing by persons seeking employment for their own purposes; and it had the circumstances and views of the parties judicially placed before it. The provisional liquidator thus appointed was frequently engaged almost exclusively upon the affairs of the company, and was selected on account of his previous experience or special aptitude for the business in question. He was also armed with the sanction of the Court of Chancery and able to deal promptly with all pressing matters. The words "provisional official liquidator" and "official liquidator" were a guarantee that the persons so described were acting with the sanction and under the directions of a court of justice. All this has now been put an end to. The Act even forbids a liquidator appointed by the court to be called an "official liquidator." On the making of the winding-up order one of the officials of the Board of Trade becomes *ipso facto* the provisional liquidator. He cannot possibly give undivided attention to each particular case and to the numerous communications and questions which arise on the failure of a great public undertaking. As it is, one of the official receivers has been detached from his proper work for the purpose of undertaking the administrative duties of provisional liquidator of companies; and it must be assumed that it will be necessary to appoint some other official to do the work which he hitherto had to perform. He therefore now has to do the administrative work which hitherto was divided between a large number of provisional liquidators. He also has in every case to prepare a report, which a provisional liquidator had not to do. In addition, he has to assist in, and to a large extent to conduct, a public inquiry into the circumstances which have led up to the liquidation. It must be apparent that it is absolutely impossible for one person to fill all these duties without numerous colleagues and an ample staff of highly-paid subordinates. What these inquiries may mean may be judged from one instance, in which the examination of only one of the promoters extended over several weeks. The result is an interregnum lasting for weeks, or even months—a detail which must entail loss to creditors or shareholders from the hesitation and uncertainty inseparable from all official administration. This loss is in addition to the expenses of the official system as compared with the previous practice, under which the creditors and shareholders would, through a committee or provisional liquidator of their own selection, have stepped at once into the management of their own affairs. An instance may be mentioned where the facts appeared in the public newspapers:—A bank failed in July, 1891. A compulsory order for winding-up was made August 1st, 1891. The official statement of affairs was not issued until the end of November, and the first meetings of shareholders and creditors were called for December 15th and 17th, 1891. From the statement of affairs, it appeared that the total estimated assets at home and abroad were about £5,000,000 sterling, and that foreign assets to the extent of £2,000,000 sterling would be in jeopardy if not realised before July, 1892, and if the foreign creditors were then allowed to proceed to bankruptcy. Under the old system a committee of creditors and shareholders and a provisional liquidator acting under the directions of a judge of the High Court would, within a few days after the winding-up order was made, have taken active measures to make those assets safe. And it is difficult to see how any official department could efficiently deal with such a question with the promptitude which the parties themselves would exhibit in the management of their own affairs. Thus, in a matter prompt action in which might make a large difference in the dividend to creditors, while delay might destroy any hope of a return to shareholders, six, and possibly nine months, have been lost out of twelve months, during which time alone useful action could be taken. It was publicly stated, however, that meanwhile, and in the interval between July and December the official receiver had settled the list of contributories, and had taken proceedings for a call on the shareholders of the full amount of their liability—involving a contribution of £750,000 from the shareholders. It would thus seem that attention was rather given to the process of calling up the shares than to the importance of securing foreign assets and the possible reconstruction of the business of the bank. A judge of the Chancery Division of the High Court experienced in such matters would probably have considered it to be in the interest of the creditors to exercise more forbearance towards the shareholders. It will also be observed that the operation of settling the lists of contributories and making a call was administrative work of a strictly professional character, which has not hitherto been considered to be one of the duties of a provisional liquidator or within his province. The ostensible motive for the Act of 1890 seems to have been to ensure public investigation and disclosure. This however could have been attained without handing over the provisional administration of the assets to an official department; and it seems scarcely just that the creditors and shareholders should pay so heavily for public investigations. Moreover, they are generally keen enough, by committees of investigation, changes of directors, and otherwise, to investigate their own affairs before the crisis of winding-up arrives. Another motive seems to be to assimilate the winding-up of companies to the practice in bankruptcy. But it should be remembered that there are essential differences between the affairs of a company in liquidation and ordinary bankruptcies. In the latter the duties are usually comparatively simple. Moreover, the wholesale application of bankruptcy procedure entails in many cases useless expense and inconvenience. The Court of Chancery has hitherto been able quickly and without serious expense or delay to acquaint itself with the circumstances of the case, and the opinions of the creditors and shareholders, and to select the best liquidator in each case. The official receiver is to summon meetings, and is to be chairman of these meetings. Proofs have to be filed in respect of all debts, and no creditor who has not proved can vote. The bankruptcy restrictions on proxies (often amounting to prohibition unless they are given in favour of the official receiver) are applied with equal strictness to all company liquidations. Thus serious difficulties are imposed on the free expression of opinion by creditors and shareholders. In the case above mentioned it was announced, as appears from the newspapers, that claims for £120,000 were represented, while out of this sum the official receiver was entrusted with proxies for over £60,000, and in the result he was appointed liquidator. As the restrictions on proxies have been above referred to, it may be pointed out that under the rules issued by the Board of Trade, pursuant to section 26 of the Companies (Winding-up) Act, 1890, creditors have first to prove their debts by affidavit before they can vote or take part in the proceedings. And where the creditor is a joint-stock company the affidavit of proof has to be made by an officer or clerk of the company authorised under the seal of the company to make affidavit in proof of debts, pursuant to the Companies (Winding-up) Act, 1890. The sealed authority must also extend to giving the officer or clerk power to sign proxies. Then there are two sorts of proxies: a general proxy available for any purpose and at any meeting, which can only be given to a clerk or manager in the creditors' regular employ, or to the official receiver; and a special proxy which has to be filled up in the handwriting of the person making the affidavit of proof or of a clerk in his regular employ, or a commissioner for oaths, who must certify that the insertions were made in the creditor's presence—and a special proxy is available only for the particular meeting so filled in; and the creditor has further to insert in the form of proxy whether the holder of the proxy is to vote for or against the appointment or continuance in office of any specified person as liquidator or as member of the committee of inspection. A creditor, therefore, desiring to appear by a proxy not in his regular employ has to make up his mind before the meeting, before hearing any explanations or arguments, and even before he knows what names are likely to be proposed, whether the vote is to be given for or against specified persons as liquidator or committee of inspection. Under such restrictions it does not appear surprising that a large proportion of proxies should be given in favour of the official receiver, or that creditors to a large extent remain unrepresented. The objections to this mode of dealing with proxies was pointed out, but without avail, at the time that the Act and rules were under consideration, and special reference was made to the circumstance that while in bankruptcy the official receiver cannot be a competitor for the office of trustee, no such safeguard has been continued in the Companies (Winding-up) Act, 1890, and it is therefore competent to the official receiver to use his proxies for securing his own election as liquidator. As another illustration of the injury of applying without sufficient consideration bankruptcy rules to a widely different and more important class of subject matters, it may be mentioned that since the passing of the Act of 1890 it has for the first time in company cases become necessary for every creditor to verify his debt by affidavit. The Court of Chancery has for a long time not found this necessary either in the winding-up of companies or partnerships, or of trusts, or of the estates of deceased persons. Undisputed claims are, in all such cases, entered as a matter of course. In this one detail much annoyance and useless expense will arise from official departmental requirements. If a bank were to fail with numerous depositors and customers (possibly many resident in foreign countries, and all having undisputed claims), thousands of utterly useless affidavits would have to be filed, involving a waste of costs and disbursements, amounting in the aggregate to a very large sum, and with considerable risk of creditors, especially in foreign countries, being excluded from dividend by want of acquaintance with the necessary formalities. In the case above mentioned the creditors exceeded 23,000 in number, rendering necessary 23,000 affidavits, most of which would not have been required if the winding-up order had been made twelve months previously. The cost of these affidavits must represent from £5,000 to £10,000 at the least. The operation of the Winding-up Act, 1890, is compulsory. The creditors and shareholders of a company ordered to be wound up have no escape as in bankruptcy, since they cannot, even if they so desire, have recourse to a private deed of arrangement. The officials of departments thus conducting the administration of estates, as well as in the public inquiries which they are called upon to make, are obliged in all heavy and difficult cases to call in professional assistance. The selection of the persons to be employed is in the uncontrolled and arbitrary power of the officials, while the creditors or shareholders or other persons interested in the subject matter of the administration have no voice or control in the selection. The fees and emoluments of the Board of Trade under the Winding-up Act 1890, and under the orders made pursuant to that Act, will be very large—and will often amount in single cases to several thousands of pounds. No doubt the very considerable income to be derived from this source is welcome to the department. Probably from £100,000 to £200,000 a year may be looked for from the estates of companies in liquidation, as remuneration for work hitherto performed by private liquidators, who, having been by long training and experience fitted for it, now find a competitor in an official department of the Government. It is obvious that the work represented by such emoluments will be very considerable, and must involve either the employment of a very large official staff or the occurrence of serious delay. It is a new departure for a department of the Government to propose to make a profit from the administration of the estates

of companies in liquidation, and to compete with individuals for an office of profit. After the issue of the statement of affairs and official forms of proxies in the case of the bank already referred to, there appeared in all the daily papers, advertisements from representative committees of shareholders and creditors recommending the appointment of a liquidator of eminence and special experience in reconstructing and winding-up banks. On the next day a paragraph appeared in the money article of the *Daily News* suggesting that the commissions payable to the Board of Trade might be £35,000, and that the contention of the anti-official party was that the official was but an ornamental and expensive adjunct. In their next issue the *Daily News* inserted a paragraph that they were authorised to state that a revision of the prescribed scale of fees under the Companies Winding-up Act would shortly be issued, and that where assets were reckoned at four millions the commission for realising and distributing would not exceed three-eights per cent. It will be observed that the department did not question the accuracy of the estimate of £35,000. It is understood that the shareholders' committee would have fixed the fee of the private liquidator at about one-fourth of that sum; and that under the revised scale the department practically will offer to do the work at about that rate; and further, that the private liquidators' remuneration would have been fixed at a much smaller sum still in the event of a reconstruction of the bank. It is believed that in numerous cases already, since January 1st, 1891, when the Companies (Winding-up) Act, 1890, came into operation, the final liquidation of companies ordered to be wound up has been left in the hands of the official department. And in many cases—indeed, in all heavy cases involving a considerable amount of business to be done, the official department is obliged to call in a special manager, which results in the necessary work being twice paid for—once to the private individual who does it, and again in the heavy fees of the official department—to the great loss of the creditors or shareholders concerned.

(To be continued.)

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Tuesday, Feb. 9.—Mr. T. D. Crawford in the chair. Mr. H. Foden Pattinson opened the debate and moved: "That the case of *Hargreaves* v. *Spink* (1892, 1 Q. B. 25) was wrongly decided." Mr. A. Simon opposed. Messrs. Parkes, C. Herbert Smith, and C. Harcourt spoke in the affirmative. Messrs. Pritchard, Headland-Stevens, Aston, Watson, Willson, and Williams spoke in the negative. Mr. Pattinson replied. Mr. Crawford summed up at considerable length. The motion was lost. The subject for discussion at the next meeting is, "The Queen's Speech."

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. B. B. Hunter Rodwell, Q.C., at his residence, The Woodlands, Holbrook, near Ipswich, from the effects of an apoplectic seizure, at the age of seventy-seven years. Mr. Rodwell was called to the bar in 1840, and was Member of Parliament for Cambridgeshire from 1874 to 1881.

Mr. Wm. Norman, conveyancer, died at Folkestone suddenly on Monday, the 8th inst. He was senior partner in the firm of Norman, Brown, & Norman, of 34, Great George-street, Westminster, land agents and surveyors, and was also a member of Lincoln's-inn, being one of the now nearly extinct "conveyancers below the bar." Mr. Norman was born on the 26th of August, 1827.

Mr. Henry Sidney Wasbrough, the senior member of the firm of Stanley, Wasbroughs, & Doggett, solicitors, of Bristol, died on the 7th inst., at the age of seventy-nine years. Mr. Wasbrough, says a Bristol paper, was one of the most popular men in Bristol, and his decease will be lamented by an extremely large circle of friends. He was most kind and genial in his manner, and his courtesy and delicate tact and consideration for the feelings of others won the regard of all who came in contact with him. He was admitted over half a century ago, and practised in partnership with the late Mr. Stanley, and the firm, which, after the decease of Mr. Stanley, was joined by Mr. C. W. Wasbrough and Mr. H. G. Doggett, has always borne a very high reputation. Mr. Wasbrough was a past president and one of the trustees of the Solicitors' Benevolent Society, and he was deeply interested in the Bristol Incorpcrated Law Society and the Bristol Law Library. He was one of the directors of the Law Union Fire and Life Insurance Co. He will be especially remembered in connection with Clifton College, of the council of which he was a very prominent member; and the initiatory steps to establish the great educational institution, which is indeed the pride and glory of Clifton, were determined upon in a drawing-room meeting held in his house. He watched the development of the college with the greatest pride, and rejoiced to see it take its place amongst the great colleges of the land under the guidance of Dr. Percival and Archdeacon Wilson. Mr. Wasbrough for nearly a quarter of a century was coroner for the city; and the manner in which he discharged the duties of his office gained for him general respect.

APPOINTMENTS.

Mr. Ernest Brassey, solicitor, of Chester, and sheriff for the city, has been unanimously elected Coroner for Chester, in place of the late Mr. Tatlock.

Mr. Robert Wood Ingham is stated to have been appointed Judge of the Worcester County Court, in succession to Sir Rupert Kettle. Mr. Ingham was called to the bar in 1873.

Mr. Alfred W. Hall, solicitor (of the firm of Messrs. Gard, Hall & Rook), of 2, Gresham-buildings, Basinghall-street, London, has been appointed a Commissioner to administer Oaths concerning any matter in the Supreme Courts of Fiji and New Zealand.

Mr. Frederick Lindley Dodds, M.A. Camb., solicitor, of Stockton-on-Tees, has been appointed a Commissioner for Oaths. Mr. Dodds was admitted in July, 1881.

CHANGES IN PARTNERSHIP.

Dissolutions.

Henry Cubitt Ireland and George James Liddle, solicitors, 7, Bedford-row, London, and 5, St. Bene't-place, London (Ireland & Liddle). Sept. 29, 1891.

Henry Wood, John Richardson Wood, and John Henry Turner, solicitors, 12, Pavement, York (H. & J. R. Wood & Co.). Feb. 1. The said Henry Wood and John Richardson Wood will continue the business at 12, Pavement aforesaid, under the style or firm of H. & J. R. Wood; the said John Henry Turner will carry on business in his own name at 17, High Ousegate, York. [*Gazette*, Feb. 5.

INFORMATION WANTED.

To Solicitors and others.—*Re* George Edward Kent, deceased, late of 12, Manor-villas, Theydon Bois, in the county of Essex. Any person who can give information as to a will having been made by the above deceased, who died on the 30th of January last, is requested to communicate with Messrs. Williams & Neville, solicitors, of 23, Austinfriars, in the City of London.

Re George Moore, deceased.—Anyone having possession or knowledge of a will of George Moore, late of De Keyser's Hotel, Blackfriars, and of the London Stock Exchange, is requested to communicate with Batchelor & Cousins, solicitors, 13, Walbrook, E.C.

GENERAL.

There is favourable news of Mr. Justice Romer's recovery.

Mr. T. H. Bolton has given notice in the House of Commons of a Bill to amend the Conveyancing Acts with regard to leaseholds.

Lord Coleridge, who is recruiting his health at Eastbourne, has considerably improved in health and strength, and hopes to return to London at the end of this week to resume his judicial duties.

The Lord Chancellor presided over a meeting of the Rule Committee of the Judges at the Royal Courts of Justice on the 3rd inst., when there were present Lords Justices Lindley and Fry, Mr. Baron Pollock, and Mr. Justice A. L. Smith. The Lord Chancellor's private secretary, Mr. Muir Mackenzie, Q.C., was in attendance.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Feb. 15	Mr. Beal	Mr. Godfrey	Mr. Jackson
Tuesday 16	Pugh	Leach	Clowes
Wednesday 17	Beal	Godfrey	Jackson
Thursday 18	Pugh	Leach	Clowes
Friday 19	Beal	Godfrey	Jackson
Saturday 20	Pugh	Leach	Clowes
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Feb. 15	Mr. Carrington	Mr. Rolt	Mr. Ward
Tuesday 16	Lavie	Farmer	Pemberton
Wednesday 17	Carrington	Rolt	Ward
Thursday 18	Lavie	Farmer	Pemberton
Friday 19	Carrington	Rolt	Ward
Saturday 20	Lavie	Farmer	Pemberton

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Fraser.—Feb. 7, at 15, York-mansions, Barkston-gardens, S.W., the wife of Hugh Fraser LL.D., barrister-at-law, of a daughter.

Moorsom.—Feb. 8, at 14, Essex-villas, Phillimore-gardens, Kensington, the wife of J. M. Moorsom, Q.C., of a son.

Shoppee.—Feb. 7, at The Woodlands, Thames Ditton, the wife of Gerald Augustine Shoppee, M.A., LL.D., of a son.

Slade.—Feb. 6, the wife of George F. Slade, solicitor, Wallingford, of a daughter.

DEATHS.

Brooks.—Feb. 8, at Bhowani, Hounslow, Benjamin Brooks, aged 76, of Ardmore, Springgrove, Isleworth, and late High Court, Madras

Neave.—Feb. 9, at the Caledonian Hotel, Adelphi, William Furse Neave, solicitor, of 103, Cheapside, and Chelmondiston, nr Ipswich.

Rodwell.—Feb. 6, at Woodlands, Holbrook, Suffolk, Benjamin Bridges Hunter Rodwell, Q.C., aged 77.

Stephen.—Feb. 3, James Kenneth Stephen, second son of Sir James Stephen, Bart. formerly Fellow of King's College, Cambridge, aged 32.

Stewart.—Feb. 2, in London, Hans Mark Hamill Stewart, barrister-at-law.

Temple.—Feb. 2, at his residence, 4, Sunninghill-terrace, Lewisham, William Woods Temple, solicitor, aged 70.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

JOHN ANDERSON & Co, LIMITED—Creditors are required, on or before March 19, to send their names and addresses, and the particulars of their debts or claims, to Robert Allen, 24, Grainger st West, Newcastle upon Tyne. Richardson, Newcastle upon Tyne, solor for liquidator

ST JAMES'S UNITED CLUB, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Edward Coleman, 30, Sackville st. Collens, Gresham bldgs, solor f r liquidator

SUBMERGING BOAT Co. LIMITED—Petn for winding up, presented Feb 1, directed to be heard on Feb 13. Bircham & Co, Old Broad st, solors for petners

FRIENDLY SOCIETY DISSOLVED.

PREVANENT FRIENDLY SOCIETY, Queen's Head Hotel, Burslem, Stafford. Jan 30

London Gazette.—TUESDAY, Feb. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CORNWALL BRICK, TILE, AND TERRA COTTA Co, LIMITED—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Henry Crunden Sargent, Suffolk House, Laurence Pountney hill. Fuller, Borough High st, solor for liquidator

HOPETOWN AND WHITWOOD CO-OPERATIVE INDUSTRIAL SOCIETY, LIMITED—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Robert William Hope Bunt, City chmbrs, Wakefield

KUHN PATENT PASTEURIZATION SYNDICATE, LIMITED—Petn for winding up, presented Feb 5, directed to be heard on Saturday, Feb 20. Dawes & Sons, Algel ct, Throgmorton st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

MONA HOTEL, LIMITED—Petn for winding up, presented Feb 8, directed to be heard before North, J., on Feb 20. Johnson & Dowding, Queen st, Cheapside, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 19

NEW ASBESTOS Co, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to John Simpson, 37, Lombard st. Abrahams & Co, Old Jewry, solors for liquidator

YUKUARI Co, LIMITED—By an order made by Chitty, J., date 1 Jan 23, it was ordered that the voluntary winding up of the company be continued. Vernon & Co, Coleman st, solors for petner

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 5.

HARTLEY, JOHN, Sunderland, Glass Manufacturer. March 1. Hartley v Hartley, Registrar, Durham. Steel & Maitland, Sunderland

London Gazette.—TUESDAY, Feb. 9.

BARKER, JOSEPH, Ramsough, Prestwich, Lancaster, Joiner. March 9. Drinkall v Barker, Registrar, Manchester. Grundy & Lamb, Manchester

DIXON, ANN, Malpas rd, Deptford. March 1. Dixon v Brokenshire, Chitty, J. Bower, Norfolk st, Strand

HAMER, THOMAS, Pantacaragle, Beguildy, Radnor, Farmer. March 15. Birmingham District and Counties Banking Co v Thomas, North, J. Weyman, Ludlow

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 26.

BEALES, EMMA, Colchester March 1 Jones & Son, Colchester

BENNETT, JOHN FLETCHER, Ewhurst, Surrey, Esq March 7 Fooks & Co, Carey st, Lincoln's inn

BINDLEY, THOMAS ROBERT BOURNE, Smethwick, Staffs, Glue Manufacturer March 1 Thomas, Birmingham

BRYANT, SARAH ANN, Fulham rd, Brompton Feb 26 Southgate, Queen st, Cheapside

BUSH, SARAH BEAUCHAMP, East Cowes Park, I of W March 1 Damant & Toovey, Fleet Damant & Sons, Cowes, I of W

CHRISTOPHERSON, RICHARD, Morecambe, Lancas, retired Light Ship Attendant Feb 20 Sharp & Son, Lancaster

COLLYHOLE, WILLIAM HENRY, Leeds, Beer Retailer March 15 Middleton & Sons, Leeds

COLSON, HENRY, Poulner, Ringwood, Southampton, Engineer March 25 Davy, Ringwood

COOK, ELLEN, Weeley, Essex March 1 Jones & Son, Colchester

COOPER, ELIZABETH, St. Anne's terr, St. John's Wood March 1 Cooper & Bake, Portman st

CROSSBY, HENRY EWBANK, Quartier St. Maurice, Nice, France, M.D. March 1 Wilson & Cowie, Liverpool

EDWARDS, FREDERICK WILLIAM, Wollongong, New South Wales, Timber Merchant Feb 20 Collens, Gresham bldgs, Guildhall

FOLCROFT, REBECCA CAROLINE, Myrtle st, Dalston Feb 29 Lea, Old Jewry chmbrs

GORDEN, JOHN, Midhurst, Sussex, Gent March 1 Albery & Lucas, Midhurst

HAIGH, JAMES, Birkdale, nr Southport, Gent Feb 12 Buckley & Miller, Stalybridge

HOLDSWORTH, THOMAS WALLIS, Handsworth, Staffs, Gent Feb 22 Smith, Birmingham

HOWARD, ROBERT, Lisa, Hants, Grocer Feb 29 Smallpeice & Sons, Guildford

HUTCHINSON, JOHN, Bury, Esq. March 1 Taylor & Co, Manchester

INNES, MARGARET, 86 Brivels, Glos Feb 10 Winterbotham & Sons, Stroud

JACKSON, MATTHEW, Leeds, Aerated Water Manufacturer March 1 Simpsons & Denham, Leeds

LEWIS, LEWIS THOMAS, Nantglyn, co Denbigh, Clerk in Holy Orders March 1 Lloyd & Roberts, Ruthin

LOWE, THOMAS TIPTON, Donnington Wood and Muxton, Salop, Farmer Feb 29 Fowler & Langley, Wolverhampton

LOWNDES, JOHN JAMES, Chelsea Embankment, Esq March 25 Saxton & Morgan, Somerset st, Portman sq

MOUNSLOW, MARTIN, Bromley, Kent March 1 Alleyne & Co, Tonbridge

NEEDHAM, BERTHE, Cannes, France Feb 27 Cooper & Bake, Portman st, Portman sq

OATES, RICHARD, Claremont, Halifax, Brick Maker March 1 Boocock, Halifax

OBERT, Captain MARC ANTOINE PARKINS, Suffolk st, Pall Mall Feb 22 Maples & Co, Frederick's pl, Old Jewry

O'BRIEN, ALGERNON ÆMILIUS MCMAHON DE STAFFORD STAFFORD, Leamington, Esq Feb 29 Field & Sons, Leamington

PHAROAH, GEORGE, Southsea, Milk Contractor Feb 8 Wainscot, Landport

PRICE, HENRY ELTHINGTON, Hove, Sussex, M.D. Mar 1 Upperton & Bacon, Brighton

SCOTT, ROBERT, Brooklands, co Chester, Licensed Victualler Feb 5 Lambert, Manchester

SHARMAN, THOMAS, Mereworth, Kent, Licensed Victualler Feb 23 Ellis, Maidstone

SHARPLEY, HAY, Louth, Lincs, Esq Feb 8 Owen, Louth

SMITH, CHARLES, Eynsham, Oxon, Baker Mar 19 Robinson, Oxford

ST PAUL, Sir HORACE, Bart, Ewart Park, Northumbrld Feb 23 Clowes & Co, King Bench walk, Temple

WARD, JOHN LYNCH, Chorlton upon Medlock, Manchester, Builder Feb 22 Lambert, Manchester

WATTS, HENRY, Hastings, Gent Feb 29 Newbon & Co, Wardrobe pl, Doctor's Commons

WELLER, JOHN, Brede, Sussex, Potter Mar 1 Young & Son, Hastings

WENTWORTH, MARY ELIZABETH, Cheltenham Feb 29 Dowson & Co, Bedford row

WINNETT, WILLIAM, the younger, Sumner gr, Edgware, formerly Glass Merchant Feb 29 Collens, Gresham bldgs, Guildhall

WYNNE, JOHN, Llandrillo, Corwen, co Merioneth, Clerk in Holy Orders Mar 1 Lloyd & Roberts, Ruthin

YATES, SARAH, Oversley, Styaf, nr Handforth, co Chester Feb 20 Mather, Bolton

London Gazette.—FRIDAY, Jan. 29.

ADAMS, WILLIAM, Barton-on-the-Heath, co. Warwick, Farmer Feb 8 Kilby & Mace, Chipping Norton

ALLFREE, GEORGE FREDERICK, Hove, Clerk in Holy Orders March 10 Cheesman, Brighton

BEVINGTON, JOHN, Hanley, Earthenware Manufacturer March 23 W & H Bishop, Hanley

CLEGG, ANN, Butterworth, Lancs March 1 Jackson & Co, Rochdale

COLLIER, LOUISA, Kingsland rd March 11 Macarthurs & Smith, King st, Cheapside

DAVIS, WILLIAM, Fender Maker, Birmingham Feb 29 James & Barton, Birmingham

DOWDING, CHARLES, Penselwood, Somerset, Farmer March 2 Broadsmith & Stead, Manchester

EVATT, HARRIETT COTTLE, East hill, Wandsworth Mar 11 Ratcliff & Son, New Broad st

FAULKNER, SARAH JANE, Oxley, Queensland, State School Teacher Mar 15 Hayward, Chancery lane

FRANCIS, ELLEN, Jeffreys rd, Clapham rd Feb 29 Lewin & Co, King st, Whitehall

GABB, JAMES WILLIAM, Cheltenham, Esq Mar 25 Drew, Cheltenham

GAITSKELL, HENRY FREDERICK VARDON, Cheltenham, Major in Queen's Own Corps of Guides Mar 1 Dunkerton & Son, Bedford row

GAYFORD, CHESTERFIELD, Mincing lane, Wine Merchant Mar 8 Watson, Lincoln's inn fields

GENNILLS, FRANCES, Ipswich Mar 1 Cobbold & Co, Ipswich

GOODACRE, GEORGE, Crowle, Lincs, Veterinary Surgeon Feb 9 Burtonshaw, Crowle, Doncaster

GRAYSON, THOMAS, Leeds, formerly Mechanic March 1 Markland & Co, Leeds

GROUCUTT, Captain ELIJAH, Rhyl, co. Flint March 15 Sisson & George, St Asaph and Rhyl

HARRISON, JOHN, Clitheroe, Lancs, retired Police Inspector March 3 Robinson & Sons, Clitheroe

HAWKINS, MARY, Haywood, Staffs March 5 Twynam, Stafford

HOPKINSON, DANIEL, Birstall, Yorks, Cattle Dealer Feb 29 Newell, Bradford

JACKSON, MARY, Rhyl, co Flint March 14 Sisson & George, St Asaph and Rhyl

JESSOP, GEORGE, Healey in Ossett, York, Oil Extractor March 1 Mander & Co Wakefield

JOY, CHARLOTTE, Wimbledon, Surrey March 8 Whittington & Co, Bishopsgate st Without

KENNETT, MARY HOIL, Windsor March 7 Philpott & Callaway, Cranbrook, Kent

KING, CATHERINE, Rodney st, Liverpool March 1 Steinforth, Liverpool

LYONS, ISAAC, Mitre st, Aldgate, Fruiterer Feb 12 Romain, Bishopsgate st Without

METCALF, THOMAS, Hafer rd, Battersea Rise March 7 C H Kohler, 44, Salcott rd, Wandsworth Common

NORDMANN, JULES, Hatton garden, Watch Importer March 7 Myer, New Bridge st

OAKES, JOHN, Stapleton, Glos, Milkman March 1 Laxton, Bristol

PARKER, ELIZA, Sellinge, nr Hythe, Kent Feb 25 Furley, Canterbury

PARSONAGE, GEORGE, Cheltenham, Esq March 25 Drew, Cheltenham

PEAL, JOSEPH, Newcastle on Tyne, Dentist March 1 Wilson, Newcastle on Tyne

PEARCE, WALTER WILLIAM, Dalberg rd, Brixton, Merchant Mar 12 Pilgrim & Phillips, Coleman st

RALSTON, JAMES, Medmenham, Bucks, Farm Steward Mar 1 Cripps, Gt Marlow

READ, WILLIAM, Cheriton, nr Alresford, Hants, Grocer Mar 1 Blackmore & Co, Alresford

REEVE, JOHN, Heigham, Norwich, Gent Mar 1 Cooper & Norgate, East Dereham

ROBERTS, JOHN, Burmantofts, Leeds, Gent Mar 1 Piercy, Leeds

ROBINSON, WILLIAM, Hutton Rudby, Yorks, Gent Feb 14 Robson, Middlesborough

SCHWEIZERBARTH, HERMANN, Fenchurch avenue, Merchant Mar 1 Chapman, Cheapside

SHARPLES, Rev. ROBERT SINGLETON, New Tunstall, nr Sunderland, Clerk March 28 Hodgson & Kay, Hartlepool

SMITH, ABRAHAM, Atherton, Lancs, Shopkeeper Feb 28 Hope, Atherton and Wigan

SMITH, JOHN, Walsall, retired Pork Butcher March 10 Evans, Walsall

SMITH, THOMAS, Douglas rd, Canonbury, Cashier to Temperance Permanent Benefit Building Society March 1 Buchanan & Rogers, Basinghall st

STURGE, JOSEPH YOUNG, Thornbury, Glos, Surveyor March 12 Sturge, Bristol

THOMAS, ANN, Beaumaris, Anglesey Feb 28 Glynne & Co, Bangor

THOMSON, MARIA, Virginia Water March 15 Young & Co, St Mildred's ct, Poultry

TOGHILL, LYDIA, King's rd, Fulham, Licensed Victualler Feb 25 Bowman & Crawley-Boevey, Bedford row

TURNER, HENRY, Buxton, Coachman Feb 12 Furniss, Buxton

WELCH, JOSEPH, Gateshead Feb 28 Criddle, Newcastle upon Tyne

WEST, WILLIAM, Belgrave, Leics, Gent March 1 J & S Harris, Leicester

WINGFIELD, Hon LEWIS STRANGE, Montague place, Bedford sq Feb 29 Pladgates, Craigs ct, Charing Cross

WOODWARD, ELLEN MARY, Chipping Norton, Oxon Feb 8 Kilby & Mace, Chipping Norton

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 5.

RECEIVING ORDERS.

ALCOCK, ARTHUR, late Gt St Helen's, Shipbroker High Court Pet Nov 25 Ord Jan. 28

ALLEN, HENRY JAMES, Jermyn st, Dealer in Porcelain High Court Pet Feb 2 Ord Feb 2

ARNOLD, ALBERT WEBSTER, Clifton villas, Maida hill, Commercial Traveller High Court Pet Feb 2 Ord Feb 2

BAILEY, JOHN THOMAS, Kingston upon Hull, Draper's Agent Kingston upon Hull Pet Jan 8 Ord Feb 1

BALLINGTON, JOSIAH, Matlock, Boot Manufacturer Derby Pet Feb 1 Ord Feb 1

BERRETON, THOMAS, Hanley, Builder Hanley Pet Feb 1 Ord Feb 1

BRUNTON, ALBERT EDWARD, Nelson, Lancs, formerly Potato Merchant Burnley Pet Feb 2 Ord Feb 2

BUTCHER, ARTHUR A, late Gt Tower st, Wine Merchant High Court Pet Jan 19 Ord Feb 2

CHAPMAN, URBANE, and ELIJAH JAMES WILLIAMS, Maindee, Newport, Mon, Builders Newport, Mon Pet Feb 3 Ord Feb 3

CLAYTON, ALBERT, Birstall, Yorks, Innkeeper Dewsbury Pet Feb 1 Ord Feb 1

COHEN, HENRY, New Cross rd, Kent, Jeweller's Factor Greenwich Pet Jan 27 Ord Jan 27

COLLINS, ALFRED, Brighton, Licensed Victualler Brighton Pet Feb 1 Ord Feb 1

COOPER, EZRA, Falsgrave, Scarborough, Bricklayer Scarborough Pet Feb 2 Ord Feb 2

DAVIES, THOMAS, Gowerton, Glam, Grocer Swansea Pet Feb 2 Ord Feb 2

EDWARDS, EDWARD, Leighton Buzzard, Beds, of no occupation Luton Pet Feb 3 Ord Feb 3

EMERY, JOHN, Waterloo, nr Pembroke Dock, Licensed Victualler Pembroke Dock Pet Feb 2 Ord Feb 2

FRENCH, JOHN, Walker, Northumbrid, Builder Newcastle on Tyne Pet Feb 2 Ord Feb 2

GALES, WILLIAM HENRY, High st, Poplar, Engineer's Factor High Court Pet Feb 1 Ord Feb 1

GROSSMANN, JULIUS, St Paul's rd, Highbury, Furrier High Court Pet Jan 8 Ord Jan 29

HALL, ALBERT, Torquay, Tailor Exeter Pet Jan 30 Ord Jan 30

HENDRIES, ALFRED, Stockwell Park crst, Stockwell, late Secretary of a Public Company High Court Pet Oct 19 Ord Jan 8

HOARE, WILLIAM, Coatham, Yorks, Painter Stockton on Tees and Middlesborough Pet Jan 29 Ord Jan 29

KERVIL, JOHN JOYCE, Wimbledon, Surrey, Hay Dealer Kingston Pet Feb 1 Ord Feb 1

KNIGHT, CHARLES HENRY, Middlesborough, Theatrical Property Maker Middlesborough Pet Feb 2 Ord Feb 2

LEMMON, HARRY, Brighton, Grocer Brighton Pet Jan 28 Ord Feb 1

MACLEOD, NORMAN MORRISON, Ludford, Herefordshire, Licensed Victualler Leominster Pet Feb 2 Ord Feb 2

MILLER, GEORGE, Blackpool, Bricklayer Preston Pet Jan 19 Ord Feb 3

MILLERSHIP, RICHARD, Walton, Lancs, Coal Merchant Liverpool Pet Jan 20 Ord Feb 2

MILLINGTON, THOMAS SAMUEL, Worthing, formerly Coal Merchant Brighton Pet Feb 2 Ord Feb 2

MORRIS, ANDREW, Gt Brickhill, Bucks, Farmer Northampton Pet Feb 1 Ord Feb 1

MORRIS, EDMUND, Treharris, Glam, Inspector of Tools in Colliery Merthyr Tydfil Pet Feb 3 Ord Feb 3

MORRIS, THOMAS TELYNOG, Treharris, Glam, Tailor Merthyr Tydfil Pet Feb 1 Ord Feb 1

OSBORNE, WILLIAM HARNESS, Westbourne park cres, Paddington, Manufacturer's Clerk High Court Pet Feb 2 Ord Feb 2

POTTER, GEORGE, Leicester, Builder Leicester Pet Jan 30 Ord Jan 30

POWELL, PHILIP WEBSTER, Lydney, Glos, Veterinary Surgeon Newport, Mon Pet Feb 1 Ord Feb 1

RICE, JOHN, Rainham, Kent, Licensed Victualler Rochester Pet Jan 21 Ord Feb 1

ROEBUCK, HENRY, Hinchliffe Mill, nr Holmfirth, Yorks, Innkeeper Huddersfield Pet Feb 3 Ord Feb 3

ROOKE, SAMUEL, Kidderminster, Carpet Weaver Kidderminster Pet Feb 2 Ord Feb 2

SCOTT, WALTER, Scholes, Yorks, Blacksmith York Pet Feb 3 Ord Feb 3

SLATER, WILLIAM HENRY, Birmingham, Brassfounder Birmingham Pet Feb 2 Ord Feb 2

SMALE, RICHARD, Swansea, Horse Dealer Swansea Pet Feb 1 Ord Feb 1

SMITH, CHARLES FREDERICK, Slough, Bucks, Brewer's Traveller Windsor Pet Feb 2 Ord Feb 2

SPRINGALL, WILLIAM JOSEPH, Hampton Wick, Licensed Victualler Kingston, Surrey Pet Jan 28 Ord Jan 28

STOPES, HENRY, Queen st, Cheapside, Brewers' Architect High Court Pet Feb 1 Ord Feb 1

SUTTON, JOHN HENRY, Swansea, Auctioneer Swansea Pet Feb 1 Ord Feb 1

SYMONDS, ALBERT, Murray st, Shepherdess walk, City rd, Boxmaker High Court Pet Feb 2 Ord Feb 2

THORNE, RICHARD, Barnstaple, Coachbuilder Barnstaple Pet Feb 2 Ord Feb 2

WALKER, JOSEPH EBENEZER and STEPHEN HENRY WALKER, Theydon rd, Grove rd, Victoria Park, Boot Manufacturers High Court Pet Feb 2 Ord Feb 2

WEAVER, ALFRED, Betterton st, Drury lane, Commission Agent High Court Pet Feb 1 Ord Feb 1

WHITLOCK, THOMAS LEE and BERNARD JACKSON, Drury lane, Distillers High Court Pet Nov 28 Ord Feb 1

WOUTERS, CHARLES PHILLIP, Whitcomb st, Pall Mall East, Hairdresser High Court Pet Feb 2 Ord Feb 2

WRIGHT, EDMUND, Wakefield, Architect Wakefield Pet Feb 2 Ord Feb 2

WRIGHT, ROBERT, Chesham, Bucks, Shoe Manufacturer Aylesbury Pet Jan 11 Ord Feb 1

The following amended notice is substituted for that published in the London Gazette, Feb. 2.

TETLOW, THOMAS, Manchester, Packing Case Maker Manchester Pet Jan 30 Ord Jan 30

FIRST MEETINGS.

AXTELL, WILLIAM, Anerley, Surrey Feb 15 at 11.30 24, Railway approach, London Bridge

BALLINGTON, JOSIAH, Matlock, Boot Manufacturer Feb 15 at 12.30 Off Rec, St James's chmbrs, Derby

BOOTH, GEORGE, Runcorn, Journeyman Butcher Feb 19 at 11.30 Court House, Upper Bank st, Warrington

CHAPLIN, BRUNETTA PURNELL, Bristol, Beer Retailer Feb 17 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

CLAYTON, ALBERT, Birstall, Yorks, Innkeeper Feb 12 at 3 Off Rec, Bank chmbrs, Batley

CRAVEN, THOMAS, Blackburn, Builder Feb 12 at 2.30 County Court house, Blackburn

DAVIES, NELSON, Long lane, Bermondsey, Corn Merchant Feb 12 at 12 33, Carey st, Lincoln's inn

DOWNTON, WILLIAM HENRY, Brixham, Devon, Sailmaker Feb 17 at 11.30 10, Athenæum ter, Plymouth

DURHAM, EDGAR, Margaret st, Tailor Feb 16 at 2.30 33, Carey st, Lincoln's inn

EDLIN, CHARLES, Nottingham, Saddler Feb 12 at 12 Off Rec, St Peter's Church walk, Nottingham

GILLON, JAMES BRUCE, Bishopgate st within, East India Agent Feb 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HALL, ALBERT, Torquay, Tailor Feb 13 at 10 Off Rec, 13, Bedford circus, Exeter

HALVORSEN, ORMUND, New Clee, Great Grimsby, Smack Owner Feb 13 at 10.30 Off Rec, 15, Osborne st, Great Grimsby

HILLSON, JOSEPH HENRY, Cheltenham, Bootmaker Feb 18 at 3.45 County Court bldgs, Cheltenham

JONES, DANIEL, Penygraig, Glam, Tailor Feb 16 at 12 Off Rec, Merthyr Tydfil

KINCHANT, RICHARD CATON, Canterbury, Chaplain of her Majesty's prison Feb 19 at 11 Off Rec, 5, Castle st, Canterbury

MILLER, ALFRED, Gt Grimsby, Tailor Feb 13 at 11 Off Rec, 15, Osborne st, Gt Grimsby

MUCHMORE, MARY ANN, Stonehouse, Devon, Grocer Feb 17 at 11 10, Athenæum terrace, Plymouth

PERRY, WILLIAM HENRY, Warwick, Draper Feb 17 at 12.30 Off Rec, Coventry

PHILLIPS, JOHN WILLIAM, Diverpool, Corn Merchant Feb 18 at 3 Off Rec, 35, Victoria st, Liverpool

PIKE, SYDNEY, Easterton, Wilts, Carpenter Feb 17 at 12 Off Rec, Bank chmbs, Corn st, Bristol

POTTER, GEORGE, Leicester, Builder Feb 12 at 12 Off Rec, 34, Friar lane, Leicester

RAYNER, FRANK HERBERT, Kingston upon Hull, formerly Licensed Victualler Feb 13 at 11 Off Rec, Trinity House lane, Hull

RICE, JOHN, Rainham, Kent, Licensed Victualler Feb 16 at 11.30 Off Rec, High st, Rochester

ROEBUCK, HENRY, Hinchliff Mill, nr Holmfirth, Yorks, Innkeeper Feb 17 at 3 Haigh & Son, solicitors, 55, New st, Huddersfield

ROSE, FREDERICK JAMES, Lower rd, Rotherhithe, Corndealer Feb 12 at 11 33, Carey st, Lincoln's inn

SCOTT, WALTER, Scholes, Yorks, Blacksmith Feb 18 at 12.30 Off Rec, York

SHACKLETON, RICHARD, Guiseley, Yorks, retired Cloth Manufacturer Feb 15 at 11 Off Rec, 22, Park row, Leeds

SMITH, EDWARD HENRY, Strutton ground, Westminster, Corn Merchant Feb 17 at 2.30 33, Carey st, Lincoln's inn

SPURWAY, HENRY, and WILLIAM SPURWAY, Pilton, Barnstaple, Woolstaplers Feb 13 at 11 King's Arms Hotel, High st, Barnstaple

STEVENTON, FREDERICK RIDINGTON, High st, Wanstead, retired Watchmaker Feb 12 at 12 33, Carey st, Lincoln's inn

TETLOW, THOMAS, Manchester, Packing case maker Feb 16 at 3 Ogden's chmbrs, Bridge st, Manchester

WARREN, CHARLES, Middleton, Freshwater, I.W., Baker Feb 15 at 2.30 Holyrood chmbrs, Newport, I.W.

WHELLOCK, CAPEL, Jolly Butchers Hill, Wood Green, Clerk to Messrs. Whellock & Whellock, Wood Green Feb 12 at 3 Off Rec, 95, Temple chambers, Temple avenue

WILKINSON, CHARLES HERBERT, Salters' Hall court, Contractor Feb 17 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WOTTON, EDWARD, Marshfield, Glos, Timber Merchant Feb 17 at 1 Off Rec, Bank chmbrs, Corn st, Bristol

ADJUDICATIONS.

BALLINGTON, JOSIAH, Matlock, Boot Manufacturer Derby Pet Feb 1 Ord Feb 1

BRUNTON, ALBERT EDWARD, Nelson, Lancs, formerly Potato Merchant Burnley Pet Feb 1 Ord Feb 3

CHAPLIN, BRUNETTA PURNELL, Bristol, Beer Retailer Bristol Pet Jan 27 Ord Feb 2

COOPER, EZRA, Falsgrave, Scarborough, Bricklayer Scarborough Pet Feb 2 Ord Feb 2

DAVIES, THOMAS, Gowerton, Glam, Grocer Swansea Pet Feb 2 Ord Feb 2

EDWARDS, EDWARD, Leighton Buzzard, Beds, of no occupation Luton Pet Feb 2 Ord Feb 3

GALES, WILLIAM HENRY, High st, Poplar, Engineer's Factor High Court Pet Feb 1 Ord Feb 1

HALL, ALBERT, Torquay, Tailor Exeter Pet Jan 30 Ord Jan 30

HOARE, WILLIAM, Cotham, Yorks, Painter Stockton on Tees and Middlesborough Pet Jan 29 Ord Jan 29

KNIGHT, ARTHUR E, late Oxford mansions, Oxford st High Court Pet Nov 19 Ord Feb 1

KNIGHT, CHARLES HENRY, Middlesborough, Theatrical Property Maker Middlesborough Pet Feb 2 Ord Feb 2

LEMMON, HARRY, Brighton, Grocer Brighton Pet Jan 28 Ord Feb 2

LINTON, ADOLPHUS FREDERICK, Hove, Sussex, Gent Brighton Pet Dec 16 Ord Feb 2

MILLINGTON, THOMAS SAMUEL, Worthing, formerly Coal Merchant Brighton Pet Feb 2 Ord Feb 2

MORRIS, ANDREW, Great Brickhill, Bucks, Farmer Northampton Pet Feb 1 Ord Feb 1

MORRIS, EDMUND, Treharris, Glam, Inspector of tools in colliery Merthyr Tydfil Pet Feb 3 Ord Feb 3

MORRIS, THOMAS TELYNOG, Treharris, Glam, Tailor Merthyr Tydfil Pet Feb 1 Ord Feb 1

MOSS, SAMUEL, and DAVID MOSS, High st, Walthamstow, Drapers High Court Pet Dec 31 Ord Feb 1

POTTER, GEORGE, Leicester, Carpenter Leicester Pet Jan 30 Ord Jan 30

POWELL, PHILIP WEBSTER, Lydney, Glos, Veterinary Surgeon Newport, Mon Pet Feb 1 Ord Feb 1

ROEBUCK, HENRY, Hinchliffe Mill, nr Holmfirth, Innkeeper Huddersfield Pet Feb 3 Ord Feb 3

ROOKE, SAMUEL, Kidderminster, Carpet Weaver Kidderminster Pet Feb 2 Ord Feb 2

SCOTT, WALTER, Scholes, Yorks, Blacksmith York Pet Feb 3 Ord Feb 3

SHACKLETON, RICHARD, Guiseley, Yorks, retired Cloth Manufacturer Leeds Pet Dec 30 Ord Feb 3

SLATER, WILLIAM HENRY, Birmingham, Brassfounder Birmingham Pet Feb 2 Ord Feb 3

SMALE, RICHARD, Swansea, Horse Dealer Swansea Pet Feb 1 Ord Feb 3

SMITH, CHARLES FREDERICK, Slough, Bucks, Brewer's Traveller Windsor Pet Feb 1 Ord Feb 2

SPRINGALL, WILLIAM JOSEPH, Hampton Wick, Licensed Victualler Kingston, Surrey Pet Jan 28 Ord Feb 3

STEEL, JAMES, and LEONARD B WOOD, Stoke upon Trent, Tile Manufacturers Stoke upon Trent Pet Dec 16 Ord Feb 2

SUTTON, JOHN HENRY, Swansea, Auctioneer Swansea Pet Feb 1 Ord Feb 1

SYMONDS, ALBERT, Murray st, Shepherdess walk, City rd, Boxmaker High Court Pet Feb 2 Ord Feb 2

THORNE, RICHARD, Barnstaple, Coachbuilder Barnstaple Pet Feb 2 Ord Feb 2

TRIST, JOHN, Southsea, Builder's Merchant Portsmouth Pet Nov 30 Ord Dec 14

WALKER, JOSEPH EBENEZER, and STEPHEN HENRY WALKER, Theydon rd, Grove rd, Victoria park, Boot Manufacturers High Court Pet Feb 2 Ord Feb 2

WALLIS, JOHN WILLIAM, Fenchurch st, Stationer High Court Pet Jan 7 Ord Feb 1

WEAVER, ALFRED, Betterton st, Drury lane, Commission Agent High Court Pet Feb 1 Ord Feb 1

WILLIS, GEORGE, Askew crsnt, Shepherd's Bush, of no occupation High Court Pet Sept 9 Ord Feb 1

WRIGHT, EDMUND, Wakefield, Architect Wakefield Pet Feb 1 Ord Feb 2

WRIGHT, FREDERICK, Leicester, Boot Manufacturer Leicester Pet Jan 18 Ord Jan 30

London Gazette.—TUESDAY, Feb. 9.

RECEIVING ORDERS.

BOXALL, ARTHUR, Reading, Merchant's Clerk Reading Pet Feb 3 Ord Feb 3

CLARKE, SAMUEL WILLIAM, Asteote, Northamptonshire, Shoe Manufacturer Northampton Pet Feb 5 Ord Feb 5

COE, MATTHEW, Harston, Cambs, Publican Cambridge Pet Feb 5 Ord Feb 5

EDMONDSON, PETER, Padiham, Lancs, Weaver Burnley Pet Feb 5 Ord Feb 5

FAY, JAMES, Victoria terr, Willesden lane, Kilburn, of no occupation High Court Pet Feb 4 Ord Feb 4

FIELDING, SAMUEL, Hadfield, Derbyshire, Grocer Ashton under Lyne and Stalybridge Pet Feb 5 Ord Feb 5

GOLDRING, CHRISTOPHER CHARLES, Worcester, Pastrycook Worcester Pet Feb 2 Ord Feb 2

GOLDTHORPE, HENRY, Shelley, nr Huddersfield, Innkeeper Huddersfield Pet Feb 4 Ord Feb 4

HARWOOD, JOB, Blackburn, Grocer Blackburn Pet Jan 27 Ord Feb 5

HEWITT, JOHN, Wimbourne st, Hoxton, Engineer High Court Pet Jan 22 Ord Feb 5

HODGE, ROBERT, Exeter, Butcher Exeter Pet Feb 3 Ord Feb 3

HOOD, JOSEPH WEBB, Leicester, Grocer, late Baker Leicester Pet Feb 5 Ord Feb 5

HORNCASTLE, WILLIAM EDWARD, Goole, Yorks, Grocer Wakefield Pet Feb 4 Ord Feb 4

HOSKINS, ALBERT, Newport, Mon, Boot Dealer Newport, Mon Pet Feb 4 Ord Feb 4

HOUCHIN, F G, Miles lane, Cannon st, Wholesale Grocer High Court Pet Jan 22 Ord Feb 5

HUNTER, KIME HUNTER WILLIAM, Clevedon, Somerset, Accountant Bristol Pet Feb 4 Ord Feb 4

JAQUES, ANN, East Hartlepool, Tobacconist Sunderland Pet Feb 5 Ord Feb 5

JEFFRIES, WILLIAM JAMES, Barry Dock, Glam, Builder Cardiff Pet Jan 22 Ord Feb 4

KING, THOMAS WILLIAM, the elder, Portswood, Southampton, Commission Agent Southampton Pet Jan 1 Ord Feb 5

LERSON, THOMAS, New Clee, Gt Grimsby, Tailor Gt Grimsby Pet Feb 5 Ord Feb 5

LEICESTER, PHILIP, Radheath Lordship, nr Northwich, Brick Manufacturer Nantwich and Crewe Pet Feb 6 Ord Feb 6

LEWIS, JOHN LORT, Great Pale, Kiffig, Carmarthenshire, Farmer Pembroke Dock Pet Feb 4 Ord Feb 4

LLOYD, THOMAS, Stourport, Lower Mitton, Worcs, surveyor Kidderminster Pet Feb 4 Ord Feb 4

LODWICK, THOMAS, Britonferry, Glam, Labourer Neath Pet Feb 5 Ord Feb 5

MAKINSON, JOHN, Huyton Quarry, Lancs, Coal Merchant Liverpool Pet Feb 5 Ord Feb 6

MCCOY, MEDLAND CHARLES, late of Manchester, Shirt Manufacturer Manchester Pet Feb 6 Ord Feb 6

MCCULLOCK, FINLAY, Higher Broughton, Salford, Contractor Salford Pet Dec 22 Ord Feb 5

MILLER, JOHN, East Farleigh, Kent, Licensed Victualler Maidstone Pet Jan 25 Ord Feb 4

MITCHELL, WILKINSON, Throgmorton avne, Stock Dealer High Court Pet Jan 22 Ord Feb 6

MYLAND, THADDEUS, Leeds, Commission Agent Leeds Pet Feb 5 Ord Feb 5

NOBLES, GEORGE, Northampton, Tobacconist Northampton Pet Feb 5 Ord Feb 5

OSBORNE, HARRY, Frome, Somerset, Butcher Frome Pet Feb 4 Ord Feb 4
PARRY, EDWARD, Newmarket, Flints, Innkeeper Chester Pet Feb 6 Ord Feb 6
PARRY, ROBERT, Carnarvon, Coal Dealer Bangor Pet Feb 4 Ord Feb 4
PASCOE, NICHOLAS JOHN, St Austell, Cornwall, Travelling Draper Truro Pet Feb 5 Ord Feb 5
POLLARD, JAMES, Leeds, Game Dealer Leeds Pet Feb 4 Ord Feb 4
PROCTER, JOHN, Stockport, Mineral Water Commission Agent Stockport Pet Feb 6 Ord Feb 6
RIDGES, WILLIAM HENRY, North End rd, West Kensington, Coal Merchant High Court Pet Feb 4 Ord Feb 4
ROGERSON, JOHN WHITE, Havercroft, nr Wakefield, Farmer Barnsley Pet Feb 5
SIMPSON, JOHN T, Newcastle on Tyne, Builder Newcastle on Tyne Pet Jan 18 Ord Feb 5
SIMPKIN, EDWIN WELLINGTON, Birmingham, Draper Birmingham Pet Feb 4 Ord Feb 4
SMITH, WILLIAM, Presteigne, Radnor, Block Manufacturer Leominster Pet Feb 4 Ord Feb 4
STAFFORD, JOHN EDWARD, Burnley, Civil Engineer Liverpool Pet Dec 19 Ord Feb 4
TAYLOR, DAVID, Swansea, Travelling Circus Proprietor Swansea Pet Feb 3 Ord Feb 3
TIPTON, RICHARD, Endell st, Long Acre, Builder High Court Pet Feb 6 Ord Feb 6
TOMLINSON, FRANK LOFAS, Preston, Salt Merchant Preston Pet Jan 18 Ord Feb 5
TOWNSEND, WALTER, Bradford, Commission Agent Bradford Pet Feb 4 Ord Feb 4
WEST, WILLIAM, St Blazey, and St. Austell, Cornwall, Ironfounder Truro Pet Jan 21 Ord Feb 3
WHEELER, JAMES HENRY, Tower Dock, Tower hill, Coffee House Keeper High Court Pet Feb 6 Ord Feb 6
WILDERSPIN, ISAAC, Elsworth, Cambs, Implement Manufacturer Cambridge Pet Feb 6 Ord Feb 6
WILSON, ALBERT EDWARD, Danbury, Essex, Pavement Contractor Chelmsford Pet Jan 19 Ord Feb 3
WOOLF, ISRAEL, Spital st, Mile End New Town, Sponge Hawker High Court Pet Feb 5 Ord Feb 5

The following amended notice is substituted for that published in the London Gazette. Jan 19
SHACKLETON, RICHARD, Guiseley, Yorks, retired Cloth Manufacturer Leeds Pet Dec 30 Ord Jan 14

FIRST MEETINGS.

ALLEN, HENRY JAMES, Jermyn st, Dealer in Porcelain Feb 16 at 12 33, Carey st, Lincoln's inn
ARNOLD, ALBERT WEBSTER, Clifton vls, Maida Hill, Commercial Traveller Feb 16 at 2.30 33, Carey st, Lincoln's inn
BERRETON, THOMAS, Hanley, Builder Feb 18 at 11.15 Off Rec, Newcastle under Lyme
BROUGHALL, THOMAS, Birmingham, Brewer Feb 19 at 11 25, Colmore row, Birmingham
BUNGAY, HARRY WESTON, Southsea, Baker Feb 16 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
BENYARD, THOMAS, Ashford, Kent, Nurseryman Feb 20 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BUTCHER, ARTHUR A, late Gt Tower st, Wine Merchant Feb 16 at 11 33, Carey st, Lincoln's inn
CHAPMAN, URBANE, and ELIJAH JAMES WILLIAMS, Maindee, Newport, Mon, Builders Feb 17 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
COE, MATTHEW, Harston, Cambs, Publican Feb 23 at 12 Off Rec, 5, Petty Cury, Cambridge
COHEN, HENRY, New Cross rd, Kent, Jeweller's Factor Feb 18 at 2.30 Off Rec, 25, Colmore row, Birmingham
COLLINGS, JAMES, Landport, Timber Merchant Feb 18 at 3 Off Rec, Cambridge June, High st, Portsmouth
COLLINS, ALFRED, Brighton, Licensed Victualler Feb 18 at 12 Off Rec, 4, Pavilion bldgs, Brighton
COOK, ARTHUR, Blackburn, Plumber Feb 17 at 2.30 County Court house, Blackburn
DAVIES, THOMAS, Gowerton, Glam, Grocer Feb 18 at 12 Off Rec, 97, Oxford st, Swansea
FRENCH, JOHN, Walker, Northumbrld, Builder Feb 17 at 2 Off Rec, Fink lane, Newcastle on Tyne
GILL, CHARLES JOHN, Gosport, Butcher Feb 17 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
GOLDTHORPE, HENRY, Shelley, nr Huddersfield, Innkeeper Feb 18 at 3 Haigh & Son, solicitors, 55, New st, Huddersfield
HOOPER, ROBERT, Exeter, Butcher Feb 17 at 11 Off Rec, 13, Bedford circus, Exeter
HOOD, JOSEPH WEBB, Leicester, Grocer Feb 19 at 12 Off Rec, 34, Friar lane, Leicester
HORNCASTLE, WILLIAM EDWARD, Goole, Yorks, Grocer Feb 17 at 11 Off Rec, Bond ter, Wakefield
HOSKINS, ALBERT, Newport, Mon, Boot Dealer Feb 18 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
HUNTER, KIME HUNTER WILLIAM, Clevedon, Somerset, Accountant Feb 17 at 3 Off Rec, Bank chmbrs, Corn st, Bristol
JACKSON, HENRY, and JACOB JACKSON, Newcastle on Tyne, Slipper Manufacturers Feb 17 at 11 Off Rec, Pink lane, Newcastle on Tyne
JAMES, FREDERICK C, Quality ct, Chancery lane, Solicitor Feb 17 at 12 33, Carey st, Lincoln's inn
JONES, FENWICK WILLIAM, Norwood, Surrey, late Officer in H M's Army Feb 16 at 12.30 24, Railway app, London Bridge
MILLER, JOHN, East Farleigh, Kent, Licensed Victualler Feb 19 at 12 Off Rec, Week st, Maidstone
MILLINGTON, THOMAS SAMUEL, Worthing, formerly Coal Merchant Feb 18 at 3 Off Rec, 4, Pavilion bldgs, Brighton
MUNDAY, WALTER JAMES, Gosport, Ironmonger Feb 17 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
OSBORNE, HARRY, Frome, Somerset, Butcher Feb 17 at 3.30 Off Rec, Bank chmbrs, Corn st, Bristol
OSBOURNE, WILLIAM HARNESS, Westbourne pk crsnt, Paddington, Manufacturer's Clerk Feb 18 at 12 33, Carey st, Lincoln's inn
PARKES, JOSEPH ADAMS, and WILLIAM PARKES, Walsall, Grocers Feb 25 at 11 Off Rec, Walsall
PARRY, EDWARD, Birmingham, Grocer Feb 17 at 11 25, Colmore row, Birmingham
PASCOE, NICHOLAS JOHN, St Austell, Cornwall, Travelling Draper Feb 17 at 12 Off Rec, Boscawen st, Truro
POWELL, PHILLIP WEBSTER, Lydney, Glos, Veterinary Surgeon Feb 25 at 1 Off Rec, Gloucester Bank chmbrs, Newport, Mon
RAMSAY, R A D, Southsea, retired Lieutenant Colonel Royal Marine Light Infantry Feb 16 at 4 Off Rec, Cambridge Junction, High st, Portsmouth
ROBINSON, SAMUEL EBENEZER, Mildmay chmbs, Union court, Old Broad st, Financial Agent Feb 18 at 11 33, Carey st, Lincoln's inn
SHAW, LAWSON ROBERT, East Croydon, Milliner Feb 16 at 11.30 24, Railway app, London bridge
SMALE, RICHARD, Swansea, Horse Dealer Feb 17 at 3 Off Rec, 97, Oxford st, Swansea
SNOWBALL, JAMES, Gateshead, Grocer Feb 17 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
SUTTON, JOHN HENRY, Swansea, Auctioneer Feb 17 at 12 Off Rec, 97, Oxford st, Swansea
TAYLOR, WILLIAM, Exeter, Baker Feb 17 at 11 Off Rec, 13, Bedford circus, Exeter
THORNE, RICHARD, Barnstaple, Devon, Coachbuilder Feb 16 at 2 King's Arms Hotel, High st, Barnstaple
WOODWARD, GEORGE, Aston juxta Birmingham, Brewer, Feb 22 at 11 25, Colmore row, Birmingham
WRIGHT, EDMUND, Wakefield, Architect Feb 16 at 11 Off Rec, Bond terrace, Wakefield

The following amended notice is substituted for that published in the London Gazette, Feb 5.
DOWNTON, WILLIAM, Brixham, Devon, Sailmaker Feb 17 at 11.30 10, Athenæum terrace, Plymouth

ADJUDICATIONS.

ALLEN, HENRY JAMES, Jermyn st, Dealer in Porcelain High Court Pet Feb 2 Ord Feb 4
APPS, WALTER JAMES, Hove, Sussex, Grocer Brighton Pet Jan 4 Ord Feb 4
ARNOLD, ALBERT WEBSTER, Clifton vls, Maida Hill, Commercial Traveller High Court Pet Feb 2 Ord Feb 4
AXTELL, WILLIAM, Anerley, Surrey Croydon Pet Nov 11 Ord Feb 4
BLAKE, HERBERT, Croydon, Surrey, Butcher Croydon Pet Jan 26 Ord Feb 3
BUTCHER, ARTHUR A, late Gt Tower st, Wine Merchant High Court Pet Jan 19 Ord Feb 4
BUNGAY, HARRY WESTON, Southsea, Baker Portsmouth Pet Jan 27 Ord Feb 5
CHAPMAN, URBANE, and ELIJAH JAMES WILLIAMS, Maindee, Newport, Mon, Builders Newport, Mon Pet Feb 3 Ord Feb 5
CLARKE, SAMUEL WILLIAM, Astcote, Northamptonshire, Shoe Manufacturer Northampton Pet Feb 5 Ord Feb 5
CLAYTON, ALBERT, Birstall, Yorks, Innkeeper Dewsbury Pet Feb 1 Ord Feb 3
COE, MATTHEW, Harston, Cambs, Publican Cambridge Pet Feb 5 Ord Feb 5
COLLINS, ALFRED, Brighton, Licensed Victualler Brighton Pet Jan 30 Ord Feb 4
CULL, REUBEN, and REUBEN THOMAS CULL, Old Broad st, Brick Merchants High Court Pet Jan 22 Ord Feb 6
DAVIES, NELSON, Long lane, Bermondsey, Corn Merchant High Court Pet Jan 30 Ord Feb 4
EDMONDSON, PETER, Padiham, Lancs, Weaver Burnley Pet Feb 4 Ord Feb 5
FAY, JAMES, Victoria terrace, Willesden lane, Kilburn, of no occupation High Court Pet Feb 4 Ord Feb 5
GAYLER, WILLIAM, Fortess rd, Kentish Town, Draper High Court Pet Jan 6 Ord Feb 5
GOLDRING, CHRISTOPHER CHARLES, Worcester, Pastry Cook Worcester Pet Feb 2 Ord Feb 2
GUY, CHARLES WALTER, Thorpe le Soken, Essex, Grocer Colchester Pet Jan 18 Ord Feb 3
HARWOOD, JOB, Blackburn, Grocer Blackburn Pet Jan 27 Ord Feb 5
HODGE, ROBERT, Exeter, Butcher Exeter Pet Feb 3 Ord Feb 3
HOOD, JOSEPH WEBB, Leicester, Grocer Leicester Pet Feb 2 Ord Feb 5
HOPKINS, BENJAMIN, Portsea, Baker's Assistant Portsmouth Pet Dec 15 Ord Dec 21
HORNCASTLE, WILLIAM EDWARD, Goole, Yorks, Grocer Wakefield Pet Feb 4 Ord Feb 4
HOSKINS, ALBERT, Newport, Mon, Boot Dealer Newport, Mon Pet Feb 4 Ord Feb 4
HUNTER, KIME HUNTER WILLIAM, Clevedon, Somerset, Accountant Bristol Pet Feb 4 Ord Feb 5
JACOMB, FREDERICK WILLIAM, Dalton, nr Parbold, Lancs, Solicitor Wigan Pet Jan 2 Ord Feb 4
JAMES, FREDERICK C, Quality ct, Chancery lane, Solicitor High Court Pet Nov 25 Ord Feb 5
JAQUES, ANN, East Hartlepool, Tobacconist Sunderland Pet Feb 5 Ord Feb 6
LEESON, THOMAS, New Clee, Gt Grimsby, Tailor Gt Grimsby Pet Feb 5 Ord Feb 5
LLOYD, THOMAS, Stourport, Lower Mitton, Worcs, Surveyor Kidderminster Pet Feb 4 Ord Feb 4
LODWICK, THOMAS, Britonferry, Glam, Labourer Neath Pet Feb 5 Ord Feb 5
MCCOY, MEDLAND CHARLES, late of Manchester, Shirt Manufacturer Manchester Pet Feb 6 Ord Feb 6
MYLAND, THADDEUS, Leeds, Commission Agent Leeds Pet Feb 5 Ord Feb 5
NOBLES, GEORGE, Northampton, Tobacconist Northampton Pet Feb 5 Ord Feb 5
NORMAN, CHARLES, Merton, Surrey, Baker Croydon Pet Jan 2 Ord Feb 4
OSBORNE, HARRY, Frome, Somerset, Butcher Frome Pet Feb 4 Ord Feb 4
PARRY, EDWARD, Newmarket, Flints, Innkeeper Chester Pet Feb 6 Ord Feb 6
PARRY, ROBERT, Carnarvon, Coaldealer Bangor Pet Feb 4 Ord Feb 4
PASCOE, NICHOLAS JOHN, St Austell, Cornwall, Travelling Draper Truro Pet Feb 5 Ord Feb 5
PINE, WILLIAM LINDSEY, Landport, Fancy Warehouseman Portsmouth Pet Dec 19 Ord Jan 8
POLLARD, JAMES, Leeds, Game Dealer Leeds Pet Feb 4 Ord Feb 4
PROCTER, JOHN, Stockport, Mineral Water Commission Agent Stockport Pet Feb 6 Ord Feb 6
RICE, JOHN, Rainham, Kent, Licensed Victualler Rochester Pet Jan 21 Ord Feb 5
ROGERSON, JOHN WHITE, Havercroft, nr Wakefield, Farmer Barnsley Pet Feb 5 Ord Feb 5
SPURWAY, HENRY, and WILLIAM SPURWAY, Pilton, Barnstaple, Woolstaplers Barnstaple Pet Jan 25 Ord Feb 3
TAYLOR, DAVID, Swansea, late Travelling Circus Proprietor Swansea Pet Feb 3 Ord Feb 3
TOWNEND, WALTER, Bradford, Commission Agent Bradford Pet Feb 4 Ord Feb 6
TUBB, ALFRED, Southsea, Commission Agent Portsmouth Pet Nov 12 Ord Dec 3
WHELLOCK, CAPEL, Jolly Butcher's hill, Wood Green, Clerk to Whellock & Whellock, of Wood Green Edmonton Pet Jan 5 Ord Feb 4
WILDERSPIN, ISAAC, Elsworth, Cambs, Implement Manufacturer Cambridge Pet Feb 6 Ord Feb 6
WOOLF, ISRAEL, Spital st, Mile End New Town, Sponge Hawker High Court Pet Feb 5 Ord Feb 5
WOUTERS, CHARLES PHILLIP, Whitcombe st, Pall Mall East, Hairdresser High Court Pet Feb 2 Ord Feb 4
WRIGHT, ROBERT, Chesham, Bucks, Shoe Manufacturer Aylesbury Pet Jan 16 Ord Feb 5

SALE OF ENSUING WEEK.

Feb. 18.—Messrs. DANIEL WATNEY & SONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rent (see advertisement, Feb. 6, p. 4).